

**Legal Services Agreement
by and between
Shumaker, Loop & Kendrick
and
The School Board of Sarasota County, Florida**

This Agreement is entered into by and between the School Board of Sarasota County, Florida (“School Board”) and Shumaker, Loop & Kendrick (“Firm”) this _____ day of April, 2023.

WITNESSETH:

Whereas the School Board desires to retain the Firm to represent the School Board as its General Counsel; and

Whereas, the Firm has agreed to provide legal services necessary to serve as General Counsel to the School Board; and,

Whereas, the parties seek to memorialize this relationship in a written Agreement.

Now, therefore, in consideration of the premises and of the mutual covenants contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School Board agrees to retain the Firm, and the Firm agrees to represent the School Board, upon the following terms and conditions:

1. DUTIES

The Firm shall advise and represent the School Board on legal matters including but not limited to, appearing at all regular and special School Board meetings, attending School Board workshops as requested, rendering legal opinions to the School Board and Superintendent or his/her designee, working with the Superintendent and senior administrative staff as requested on legal issues, and responding to inquiries from School Board members. Firm attorney Patrick Duggan shall serve as the lead attorney for the School Board and will manage the assignment of legal services alongside the Firm’s litigation department. The parties recognize that, at times, the Firm may need to retain other counsel to perform legal work on behalf of the School Board for specialized issues and when conflicts occur. The Firm shall have the authority to hire, on the School Board's behalf, such other counsel to represent the School Board's interests at rates which are commercially reasonable for attorneys with similar skills and experience. Except in emergency or other urgent or exceptional circumstances, the School Board shall only perform legal services at the request of the School Board, individual School Board members, the Superintendent of Schools, cabinet-level district employees and directors, or any designee of any of these individuals.

2. TERM

This Agreement shall be effective upon approval by the Board and execution thereafter, and shall continue in effect until terminated as provided herein. This Agreement can be terminated without cause by the School Board at any time by providing written notification of termination, via regular U.S. Mail, to the Firm. This Agreement can be terminated without cause by the Firm by providing written notification of the termination, via regular U.S. Mail, to the School Board at least ninety (90) days prior to the effective date of termination. Notice to the School Board shall be given to the Board Chair, copy to the Superintendent at 1960 Landings Blvd., Sarasota, FL 34231; notice to the Firm shall be given to Patrick Duggan, Shumaker, Loop & Kendrick, 240 South Pineapple

Ave., 10th Floor, Sarasota, FL 34236, or at such other addresses as the parties may designate in writing from time to time.

3. COMPENSATION

The School Board shall be billed at: (a) the rate of \$275 per hour for routine legal work not otherwise contemplated in (b) herein; (b) at the rate of \$325 per hour for: (i) preparing for and representing the School Board at School Board meetings or performing legal work at the request of or in response to individual School Board members, (ii) advising and responding to matters which are either complex or adversarial in nature or that are reasonably likely to become adversarial in nature in the future, and (iii) any litigation in any venue or before any governing or administrative body; and (c) at the rate of \$140 per hour for paralegal time for all services by the Firm. The Firm agrees to make best efforts to utilize paralegals when feasible and so long as it will not result in the provision of inadequate legal services to the School Board for a particular matter or service, as judged by the Firm. Billable hours shall be measured in increments of one-tenth (1/10) of an hour. Any increase in the hourly rate must be approved by the School Board.

The School Board shall additionally reimburse the Firm for all expenses and costs reasonably and necessarily incurred in the performance of its duties as set forth in this Agreement. Such expenses and costs shall include, but not be limited to, filing fees, court reporter fees, expert fees, photocopying charges, and mileage reimbursement.

The Firm will send the School Board monthly invoices detailing the work it has done on the School Board's behalf. In the event the Firm represents the School Board in any litigated matters, there will be separate invoices for each matter in litigation. The Firm agrees to provide to the individual School Board members a copy of detailed invoices at the time the Firm submits a specific matter for payment.

The School Board shall also pay dues for two attorneys of the Firm to be members of the Florida School Board Attorneys' Association ("FSBAA") and shall reimburse the Firm for all expenses incurred in connection with one attorney's attendance at quarterly FSBAA conferences.

4. E-VERIFY

Firm shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.

5. JURISDICTION

The sole and exclusive jurisdiction for any action brought related to this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

6. COMPLETE AGREEMENT

This Agreement constitutes the full agreement between the Firm and School Board and replaces any prior agreements, understandings, or practices to the contrary. The parties agree that this Agreement shall only be modified by in writing and only upon mutual consent of the parties.

Executed this ____ day of April, 2023.

**The School Board of Sarasota County
Florida**

Shumaker, Loop & Kendrick

Bridget Ziegler, Chair

Patrick Duggan, Partner