

Legal Services Agreement
by and between
Matthews, Eastmoore, Hardy, Crauwels & Garcia, P.A., d/b/a Matthews Eastmoore
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 Matthews, Eastmoore, Hardy, Crauwels & Garcia, P.A., d/b/a Matthews Eastmoore (“Firm”) effective this _____ day of _____, 2017 .

WITNESSETH:

Whereas, the Firm has served as General Counsel to the School Board for many years and the parties seek to memorialize this relationship in a written Agreement; and

Whereas the School Board desires to continue to retain the Firm and the Firm desires to be retained by the School Board, to represent the School Board as its General Counsel; and

Whereas, the Firm is willing to provide the legal services necessary to fulfill its role as School Board General Counsel.

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 all 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, working with the Superintendent and senior administrative staff as requested on legal issues, responding to inquiries from School Board members, and representing the School Board in all litigation. The parties recognize that, at times, the Firm will need to associate other counsel to perform legal work on behalf of the School Board for specialized issues including real estate matters, bond/construction financing matters, intellectual property matters, and administrative proceedings in which 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. The Firm's representation of the School Board shall not include either serving on the Superintendent's collective bargaining team or representing the School Board in worker's compensation proceedings.

2. TERM

This Agreement shall be effective as of _____, 2017 and shall continue in effect until terminated as provided herein. This Agreement can be terminated without cause by written notification, via regular U.S. Mail, to either party by the other party at least sixty (60) days prior to 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 Managing Partner, 1626 Ringling Blvd., Suite 300, 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 the rate of \$175.00 per hour for attorney time and \$60.00 per hour for paralegal time for all non-litigation services by the Firm. All litigation, adversarial proceedings, and administrative hearings shall be billed at a rate of \$190.00 per hour for attorney time and \$75.00 per hour for paralegal time. Billable hours shall be measured in 6 minute increments. 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. There will be separate invoices for each matter in litigation.

The School Board shall also pay dues for 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.

Executed this ____ day of _____, 2017.

The School Board of Sarasota County,
Florida

Matthews, Eastmoore, Hardy,
Crauwels & Garcia, P.A.

Caroline Zucker, Chair

Arthur S. Hardy, Vice President