

**Rumberger**  
KIRK & CALDWELL

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November 28, 2017

Jerry Taylor, Chair  
Suwannee County School District  
702 2nd Street, NW  
Live Oak, Florida 32064

Re: Suwannee County School ---Board Attorney Contract

Dear Mr. Taylor:

Thank you for agreeing to retain Rumberger, Kirk & Caldwell, P.A. ("RKC") as counsel on behalf of the Suwannee County School Board (the "Board" or "Client"), as pertains to legal advice involving school board issues.

This letter constitutes the engagement agreement (the "Agreement") between the Client and RKC, describes the terms of our relationship, and sets forth the general terms of our assistance to you in the above-referenced matter. If the Agreement is acceptable to you, please sign and return a copy to me at your earliest convenience. The original is for your files. When you sign this letter, it becomes a contract between us. Please feel free to discuss this letter with independent counsel or to call me if you have any comments or questions concerning this Agreement.

1. Scope of Engagement. We have agreed the scope of our engagement will entail legal services for attending workshops, special and regular meetings, staff conferences, contract reviews, attend School Board hearings, answer any inquires regarding general school law, and perform requested legal services as set forth in your RFP No. 10-215.

RKC is retained by the Board, reports directly to the Board, and shall be directly responsible to the Board. Provided however, nothing in this Agreement shall be construed to prohibit or preclude the rendition of legal services to the Superintendent of Schools and the members of the Superintendent's staff. It is the express intent of the Board and RKC that the legal advice, counsel, and services of RKC shall be available to the Superintendent, the Superintendent's staff, and to such other of the Board's employees as the Board shall designate, including Board Members, the Superintendent, Assistant Superintendents, and authorized members of the administrative staff, including

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Directors, and other employees of the Board, when specifically requested by the Board, Superintendent or an Assistant Superintendent.

When providing advice to the Superintendent of Schools or other District staff members, from time to time situations may develop in which the rendition of legal advice and services to the Superintendent, or others, would create a conflict of interest or potential conflict of interest with RKC's representation of the Board. At such time as it appears to RKC that a conflict of interest exists or may exist, RKC shall promptly notify the Board and the Superintendent of such conflict or potential conflict. In all instances the Board is the client of RKC and the Board's needs and interests shall be served to the exclusion of the Superintendent or others with whom such conflict exists or may exist.

RKC shall assist the Board in obtaining outside counsel whenever appropriate.

2. Limitations on Obligation. RKC is not engaged to provide tax advice concerning this matter, including the tax consequences of various outcomes or settlement proposals. RKC encourages you to obtain separate tax counsel to consider any potential tax issues.

3. Fee for Services. Leonard J. Dietzen of RKC will charge \$200.00 per hour for all Board related services outlined in this Agreement and the RFP No. 10-215. Other RKC partners will charge the same rate. RKC Associates will be billed at \$150.00 per hour. All legal services will be charged in increments of one tenth (1/10) of an hour for actual attorney time rendered. The firm agrees to submit monthly invoices and to advance all costs up to \$300.00 per month.

These rates are subject to review and adjustment by mutual agreement in December 2018 and every December thereafter so long as RKC is serving as School Board Attorney.

Mr. Dietzen will agree to make all reasonable efforts to attend each Board meeting, Board workshops and staff meetings as needed. RKC will not charge for any attorney fees for travel time to and from Suwannee County. Only IRS approved mileage will be charged.

4. Costs and Expenses. In addition to fees for legal services, there are certain costs and expenses that the Board may be obligated to pay. RKC shall be reimbursed for expenses incurred on behalf of the Board (i.e., cellular and long distance telephone calls, photocopying, delivery charges, and postage expenses, and the like) at the rate of 1.0 times the actual expenses. All reimbursable expenses related to legal services shall be itemized and included in the monthly invoices. Costs over \$300.00 shall be billed directly to the Board. The Board agrees to pay these bills on a timely basis, according to their terms.

The Board will reimburse RKC for annual dues and assessments actually paid for the Attorney's membership in The Florida School Board Attorneys Association and The National Council of School Board Attorneys. Such membership fee reimbursement requests shall be submitted with the Basic Services invoice.

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The Board will reimburse all travel expenses in accordance with School Board Policy for the Attorney to attend out-of-district Florida School Board Attorneys Association meetings, and for School District matters. Such expenses shall be submitted for reimbursement with the monthly invoices as appropriate.

5. Payment of Fees and Expenses. All fees and costs shall be payable on a monthly basis.

6. Cooperation. In order to enable RKC to effectively render the services contemplated, the Board agrees to disclose fully and accurately all facts and to keep us apprised of all developments relating to pending matters before the Board. The Board agrees to cooperate fully with RKC and to make itself or its representatives available to attend meetings, conferences, hearings and other proceedings as necessary.

7. Contract Term. The contract term for the services as School Board Attorney to be performed by RKC will commence on January 1, 2018, and conclude on December 31, 2018, subject to the right of the Board to terminate such services on thirty (30) days written notice to RKC, and subject to renewal for successive one-year terms upon specific approval by the Board at each December Regular Board Meeting.

8. Termination of Representation. It is understood that, subject to any limitations imposed by the Rules Regulating the Florida Bar, RKC or the Board may terminate RKC's representation upon thirty (30) days written notice.

9. No Warranty. The Board acknowledges that the Board and RKC have made no guarantees as to the outcome of this matter.

10. Client Documents. RKC will maintain any documents the Board furnishes RKC in RKC's client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is the Board's obligation to advise RKC as to which, if any, of the documents in RKC's files the Board wishes RKC to turn over to the Board. RKC will retain any remaining documents in its files for a reasonable period of time and ultimately destroy them in accordance with its record retention program schedule then in effect.

In the event that RKC's representation is terminated and the Board has not paid for all services rendered and/or other charges accrued on its behalf to the date of RKC's withdrawal, RKC may, to the extent permitted by law, assert a retaining lien against any documents or files remaining in its possession until such charges are paid.

11. Subsidiaries, Parents and Affiliates. RKC represents the entity identified in the first paragraph of this letter. RKC represents many entities, some of which may be related, subsidiary, parent or affiliated entities. Furthermore, from time to time, the entity may be sold,

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acquired or transferred, creating a new set of related, subsidiary, parent or affiliated organizations. RKC adheres to the applicable Bar rules regarding such entities. Therefore, please provide an ongoing list of entities which may be related, affiliated, parents or subsidiaries of your entity so RKC does not inadvertently find itself in a conflict of interest which may compromise RKC's ability to represent your entity.

12. Professional Liability Insurance. RKC shall at all times maintain professional liability insurance coverage with minimum limits of liability of \$1,000,000.00 per claim; \$1,000,000.00 total limit.

The Board and RKC agree that any dispute regarding RKC's engagement on this matter will be adjudicated in federal or state court in Suwannee County. Florida law will apply without regard to conflict of law principles.

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IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement on this 12 day of December, 2017.

Signed, sealed and delivered in the presence of these witnesses:

School Board of Suwannee County, Florida

Warren Lager  
Witness Signature

By Jerry Taylor DEC 12 2017  
Jerry Taylor  
Chair

KAREN LAGER  
Type or Print Name of Witness

Debra Ross  
Witness Signature

ATTEST Ted Roush DEC 12 2017  
Ted Roush  
Superintendent

Debra Ross  
Type or Print Name of Witness

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Rumberger, Kirk & Caldwell, P.A.  
BY Leonard J. Dietzen, III  
Florida Bar No. 0840912

Carli Duquette  
Witness Signature

Carli Duquette  
Type or Print Name of Witness

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Witness Signature

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Type or Print Name of Witness