



November 8, 2024

Via Email  
William Furry, Board Chairman  
1769 East Moody Blvd. Bldg. #2  
Bunnell, FL 32110

Re: Agreement for legal services

Dear Chairman. Furry:

We are pleased that you wish to engage our Firm to perform legal services for the Flagler County School Board ("Board"), as its Board Attorney. From our experience, we have found that all clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

**1. Nature of Legal Services.** We will serve as your Board Attorney. The Board will be the client of the Board Attorney and our duties of loyalty and professional responsibilities will be owed to the Board. Our services will include handling the Board and District's day-to-day legal matters from Sunshine rules, public records, and ethics to procurement and contracts, planning and zoning, legislative matters, and preparation of Board items. A firm attorney, specifically David M. Delaney, will attend, subject to unavoidable conflicts, all Regular and Special School Board meetings and workshops, and participate in routine meetings with staff and tasks associated with the regular operation of the Board and District. We will also maintain, without limitation, constant access and open lines of communication with the School Board, Superintendent and staff. We will be available, accessible, and responsive to the Board, Superintendent and staff as needed in person and via telephone (office and cellular phone). The Firm will also interface regularly with the District's Staff Attorney or other legal providers to ensure an effective process of mutual communications for the benefits of the Board.



a. Independent Board Attorney: Board Attorney, while acting for the Board under this Agreement, shall have the status of an independent Board Attorney, not that of an agent or employee.

**2. Fees for Services.**

- a. Hourly Services: Legal services will be performed and billed by the Firm on an hourly basis at a blended, discounted government rate of \$310.00 per hour for partners, \$235.00 for associates, and \$115.00 for paralegals.
- b. Adjustment Policy: These hourly rates will apply to both litigation and non-litigation services. These rates shall be adjusted upon the completion of collective bargaining by the percentage of increase in salary granted to instructional employees by collective bargaining to the same extent and on the same date as for instructional employees; and/or if there is an increase for instructional employees in the form of a lump sum increase in salary, by the lump sum increase amount to the same extent and on the same date as for instructional employees, prorated on a monthly basis over the term of this contract.
- c. Excluded from Fees: There will be no charge for routine brief in person or telephone conferences between the Board Attorney and individual School Board Members and/or the Superintendent or staff members. There will also be no charge for travel to attend meetings or perform other work in Flagler County on behalf of the Board.

**3. Costs.** In addition to the attorneys' fees discussed in paragraph 2, certain routine expenses will be incurred on your behalf ("Routine Expenses"). Routine Expenses include (as illustrations) courier charges and express mail charges, filing fees, recording costs, court reporter costs (including the costs of transcripts and court reporter's fee for attendance), court costs (such as filing fees, service of process, subpoena costs, witness fees, etc.), mediator fees, accounting and appraisal fees, expert fees and expenses, trial/hearing exhibit costs and investigation costs, will be itemized and billed to you. Copying and printing will not be charged.

**4. Payment of Fees and Costs.** Our invoices will be submitted to the Board on a monthly basis and each invoice will be due and payable within a reasonable amount of time and pursuant to the Florida Prompt Pay Act. We stand ready and willing to discuss any invoice. Otherwise, we recognize that the Board and/or District will follow Florida's Prompt Payment Act in the disposition of our invoices. Should a dispute arise as to charges, we will work in good faith



to resolve, further recognizing that the Board and our Firm have various forms of dispute resolution at our disposal.

**5. Termination of Representation.** This agreement may be terminated at any time upon thirty (30) days written notice following a majority decision of the full School Board. Upon termination of our representation and payment of any pending invoices for work performed, we will provide the Board with any and all records not yet in the Board's possession in paper and/or electronic format, as required by Chapter 119, Florida Statutes. Upon termination of this Agreement, Board Attorney shall provide and turn over to the Board all deliverables prepared up to and including the date of such termination. We will facilitate a transition to the new attorney or firm in the manner requested by the Board. Other than fees for work already performed, there will be no termination or penalty fees associated with the termination of our agreement.

**6. Withdrawal from Representation.** We reserve the right to withdraw from representing the Board if it misrepresents or fails to disclose material facts to us, if we disagree about the course of action that should be pursued, or if legal conflicts exist that require our withdrawal.

**7. Representation of Other Clients.** We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation. If this letter is addressed to more than one person, your signature of this letter will constitute such consent from the Board with respect to the matter or matters specifically described in the paragraph of this letter entitled "Nature of Legal Services."

**8. Fees for Other Services.** In the event the Board and/or District ask us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2, 3, and 4 of this letter. Services for bond or public financing transactions will be handled on a mutually agreed-upon flat fee basis determined at the time such work is assigned.

**9. Insurance.** In the event the Firm or any individual attorney from the Firm is sued in his/her capacity as Board Attorney, and in the event the School Board's Errors and Omissions policy does not pay Legal Counsel's out of pocket expenses in defending any such litigation, the Board agrees to reimburse Legal Counsel's out of pocket expenses. Board Attorney



will maintain professional liability coverage in its existing coverage limits for the duration of this agreement.

**10. Term.** The term of this Agreement will be the date of the approval of the Agreement through December 31, 2025. Thereafter, this Agreement will be automatically renewed unless otherwise terminated by the parties.

**11. Commencement of Representation.** If the foregoing is agreeable to the Board, please acknowledge its agreement by signing this letter and delivering it to us.

We appreciate you and the Board's confidence in our Firm and assure you that we will make every effort to perform our services in a prompt and efficient manner. If you have any questions or comments concerning this engagement letter, please let me know.

Sincerely,  
WEISS SEROTA HELFMAN COLE +  
BIERMAN, P.L.

\_\_\_\_\_  
David M. Delaney, Esq.

APPROVED BY THE SCHOOL BOARD

AGREED AND ACCEPTED,

November \_\_\_\_, 2024

By: \_\_\_\_\_  
William Furry, Board Chair

ATTEST: \_\_\_\_\_  
LaShakia Moore, Superintendent