




OFFICE OF THE PRESIDENT

Item 5.2.3

PRESENT TO BOARD: MAY 26, 2021

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: CONTRACTS FOR PRIVATE ATTORNEY SERVICES 2021-2022 AND
REAPPOINTMENT OF COLLEGE ATTORNEY

Approval is requested from the District Board of Trustees to enter into contracts for the July 1, 2021 through June 30, 2022 fiscal year with the firms currently engaged to represent South Florida State College as needed. We have been pleased with the services provided by Allen, Norton & Blue, P.A., for employment law issues and Karlson Law Group, P.A., as the College Attorney.

Allen, Norton & Blue, P.A.

Allen, Norton, & Blue, P.A., has requested an increase of \$25 per hour for Mr. Reynolds and Partner hourly rate. After researching, they have not increased their fees for five years and their request is comparable to what their other Florida College System Colleges pay. Their new contract reflects this increase, as do the numbers below.

- Annual Retainer: \$500
- Hourly Rates:
 - W. Reynolds Allen & Partners.....\$250
 - Associates.....\$200
 - Paralegals.....\$85

Karlson Law Group, P.A.

Karlson Law Group, P.A., has agreed to continue to provide services under the same terms and at the same rates as in 2020-2021 as listed below.

- Retainer of \$1,000 per month to include up to six hours of consultation each month (including participation at monthly Board meetings).
- Special work beyond the base six hours will be paid on an hourly basis of \$125 per hour.
- The children of Pamela T. Karlson will be granted a fee waiver or exemption for courses taken at SFSC towards a certificate program or towards an AS or AA degree. This fee waiver or exemption is only in effect while Pamela T. Karlson is contracted with SFSC as the Board Attorney.

SUGGESTED MOTION:

Move to approve contracting for continued legal services with Allen, Norton & Blue, P.A., and Karlson Law Group, P.A., for the 2021-2022 fiscal year under the terms and rates listed above.

AGREEMENT BETWEEN
SOUTH FLORIDA STATE COLLEGE
AND
ALLEN, NORTON & BLUE, P.A.

This AGREEMENT is entered into in the City of Avon Park, Highlands County, Florida by and between SOUTH FLORIDA STATE COLLEGE (the AGENCY), with headquarters located 600 West College Drive, Avon Park, Florida, and ALLEN, NORTON & BLUE, P.A., (the CONTRACTOR) located at 324 South Hyde Park Avenue, Suite 225, Tampa, Florida. This AGREEMENT shall bind the parties upon its execution by their representatives.

WHEREAS, the CONTRACTOR is needed to represent the AGENCY in legal matters pertaining to employment and labor-related issues.

WHEREAS, the CONTRACTOR has the expertise necessary to perform the duties and responsibilities outlined in this AGREEMENT.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

The AGENCY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services set forth in ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the AGENCY.

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR agrees, under the supervision of the AGENCY, to perform certain professional services more particularly described in ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES.

ARTICLE 3. TIME OF PERFORMANCE

This AGREEMENT shall begin on July 1, 2021 and end on June 30, 2022.

ARTICLE 4. CONSIDERATION

(1) Fees and costs shall be paid in accordance with the provisions of ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES, including Exhibit 1.

(2) Justified and reasonable travel expenses, which are directly and exclusively related to the professional services rendered under this contract, will be reimbursed in accordance with §112.061, Florida Statutes. For the purpose of computing travel expenses, the CONTRACTOR's place of business shall be that listed in the Preamble to this AGREEMENT and all travel expenses shall be computed on that basis.

(3) The AGENCY is exempted from payment of Florida State sales and use taxes and Federal Excise tax. The CONTRACTOR, however, shall not use the AGENCY'S tax exemption number to secure any materials or services. The CONTRACTOR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this AGREEMENT.

(4) The CONTRACTOR shall not pledge the AGENCY's credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(5) Payment for services shall be issued in accordance with the provisions of §215.422, Florida Statutes.

(6) Pursuant to §215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-7269 or (850) 410-9724.

(7) In accordance with the provision of §287.0582, Florida Statutes, the State of Florida's (AGENCY's) performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature, if the terms of this AGREEMENT extend beyond the current fiscal year.

(8) A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.

(9) If multiple law firms are parties to the contract, then the contract must address the internal system of governance amongst the firms and each law firm must identify one member of its firm who is authorized to legally bind the firm.

ARTICLE 5. DOCUMENTATION

(1) The CONTRACTOR shall submit monthly written invoices, in accordance with the requirements of ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES, paragraph D, Format for Invoices, for all fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. All invoices shall be submitted to *Peter S. Elliott, Vice President for Administrative Services, South Florida State College, 600 West College Drive, Avon Park, FL 33825.*

(2) Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until at least four (4) years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

ARTICLE 6. PUBLIC RECORDS

All documents prepared pursuant to this agreement are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records as required by such law shall constitute grounds for unilateral cancellation of this AGREEMENT.

ARTICLE 7. TERMINATION OF AGREEMENT

(1) The AGENCY may terminate the AGREEMENT for its convenience or cause by giving five (5) days written notice by registered mail to the CONTRACTOR, specifying the effective date of termination. If this AGREEMENT is terminated, the CONTRACTOR shall be reimbursed for services satisfactorily performed subject to any damages sustained by the AGENCY.

(2) If this AGREEMENT is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the CONTRACTOR under this AGREEMENT shall be made available to and for the exclusive use of the AGENCY.

(3) Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this AGREEMENT by the CONTRACTOR.

ARTICLE 8. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 9. INDEPENDENT CONTRACTOR

The CONTRACTOR, and any of its employees, agents, or assigns, are independent contractors and not employees or agents of the AGENCY.

ARTICLE 10. LIABILITY

The AGENCY shall not assume any liability for the acts, omissions to act, or negligence of the CONTRACTOR, its agents, servants, and employees, nor shall the CONTRACTOR disclaim its own negligence to the AGENCY or any third party.

The CONTRACTOR shall maintain, during the period of this AGREEMENT, a professional liability insurance policy for the professional services to be rendered.

ARTICLE 11. NON-DISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

ARTICLE 12. ADMINISTRATION OF AGREEMENT

- (1) The AGENCY contract administrator is **Peter S. Elliott, Vice President for Administrative Services.**
- (2) The CONTRACTOR's contract administrator is **W. Reynolds Allen.**
- (3) All written and verbal approvals referenced in this AGREEMENT must be obtained from the parties' contract administrators or their designees.
- (4) All notices must be given to the parties' contract administrator.
- (5) This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision is null and void.

ARTICLE 14. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

ARTICLE 15. SPECIAL CONDITIONS

- (1) The CONTRACTOR agrees to permanently refrain from using or mentioning its association with the AGENCY in advertisements, letterhead, business cards, etc. The CONTRACTOR's services to the AGENCY may be generally described in the CONTRACTOR's professional resume. The CONTRACTOR may not give the impression in any manner, that the AGENCY recommends or endorses the CONTRACTOR.
- (2) All contacts with the news media pertaining to the subject of this AGREEMENT shall be referred to the AGENCY contract administrator.
- (3) Anything that is produced by or developed in connection with this contract shall remain the exclusive property of the AGENCY and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the CONTRACTOR nor any other individual employed under this AGREEMENT shall have any proprietary interest in any product(s) developed or produced under this AGREEMENT.

IN WITNESS WHEREOF, the SOUTH FLORIDA STATE COLLEGE and ALLEN, NORTON & BLUE, P.A., have executed this AGREEMENT.

ALLEN, NORTON & BLUE, P.A.

By:  _____

59-1287650

FID Number

Witness:  _____

5/15/2021
Date

SOUTH FLORIDA STATE COLLEGE

By:  _____
President

Witness:  _____

5/27/21
Date

ATTACHMENT A TO AGREEMENT FOR PRIVATE ATTORNEY SERVICES
BETWEEN
SOUTH FLORIDA STATE COLLEGE
AND
ALLEN, NORTON & BLUE, P.A.

A. SCOPE OF SERVICES

The CONTRACTOR shall:

1. Represent the College in employment and labor-related legal matters, including the following: (a) Initiate and conduct discovery including depositions on behalf of the AGENCY and represent the AGENCY in discovery initiated by opposing parties; (b) Represent the AGENCY at trial or on appeal; and (c) Assist the AGENCY in preventive maintenance general advice and representation in administrative and judicial proceedings under all state, local and Federal labor and employment laws, regulations and constitutional provisions.
2. Review and analyze AGENCY legal files, data, documents and other materials concerning the above matters and advise on recommended legal course. Attend and participate in meetings, conference calls, inspections or the like and report on the status of the legal matters.
3. Prepare and file pleadings, motions, or briefs; initiate and conduct discovery, as required and represent the AGENCY in any related litigation, and otherwise represent the AGENCY at trial or on appeal.

B. COMPENSATION-FEES

1. The AGENCY shall be billed in accordance with Exhibit 1. Fees shall not exceed \$--N/A--, and fees in excess of such amount shall not be compensable. The CONTRACTOR shall notify the AGENCY, in writing, when fees for billable services reach \$ --N/A--. Said notification shall be made as soon as is practicable and prior to the next monthly invoice. Failure to comply with these provisions will result in non-payment.
2. Billable hours shall be measured in ten (10) minute increments. Compensation of attorney hours will be for actual time spent providing attorney services to the AGENCY.
3. Premium rates will not be paid for overtime work.
4. Attorney time while traveling will be compensated at fifty percent (50%) of the hourly rates reflected in Exhibit 1, except that travel between 8:30 a.m. and 6:00 p.m. on regular business days will be billed at the hourly rate provided in Exhibit 1.

C. COMPENSATION-COSTS

1. Reimbursement of costs for such items as exhibits, transcripts and witness fees requires prior oral authorization by the AGENCY and shall be reimbursed based upon documented third party vendor charges. The AGENCY shall not pay for firm surcharges added to third party vendor charges.
2. Routine expenses such as phone calls, facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.
3. Non-routine office overhead expenses such as long distance courier services, bulk mailings, bulk third party copying, blueprints, x-rays, photographs and must be justified to the AGENCY and shall be reimbursed based on documented third party vendor charges. If these charges exceed \$1,000.00, prior written approval from the AGENCY must be obtained. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable.
4. The CONTRACTOR shall only bill the AGENCY for a proportionate share of the cost of legal research, attending hearings or engaging in client representation of any type, which is also applicable to other clients.

5. Reimbursable costs shall not exceed \$5,000.00 without prior approval of the Vice President for Administrative Services, or his designee. The CONTRACTOR shall notify the AGENCY in writing when costs reach \$2,500.00. Said notification shall be made as soon as is practicable and prior to the next monthly invoice.

D. FORMAT FOR INVOICES

1. Within 30 days of service provision, each invoice statement for fees and costs shall be submitted in original form, in a format that includes, at a minimum, the following information:

- a. Case name and number, if applicable, or other legal matter reference
- b. Invoice number for the particular bill or statement
- c. CONTRACTOR taxpayer identification number (FEIN)
- d. CONTRACTOR and AGENCY contract administrators' names
- e. Inclusive dates of the month(s) covered by the invoice
- f. Itemization of the dates; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable the AGENCY to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the CONTRACTOR performed work; their hourly rate (if hourly) as specified in Exhibit 1, and any billing rate that is for some reason different from the one set forth in Exhibit 1, e.g., travel at a reduced hourly rate. (Note: if billing is based on other than an hourly rate, the basis for the billing must be explained in this section.)
- g. A listing of all invoiced costs to be accompanied by copies of actual receipts, if requested.
- h. The total of only the current bill or statement.
- i. Prior balances or payment history should be shown separately, if at all.
- j. A certification statement, signed by the CONTRACTOR's contract administrator that reads, "I certify that all costs and fees claimed in this invoice statement for payment are accurate and were performed in furtherance of the AGREEMENT between **"ALLEN, NORTON & BLUE, P.A. and SOUTH FLORIDA STATE COLLEGE."**
- k. Any other information as may be requested by the AGENCY's contract administrator.

E. ADMINISTRATION OF AGREEMENT

1. The AGENCY contract administrator is **Peter S. Elliott**.
2. The CONTRACTOR contract administrator is **W. Reynolds Allen**. However, if multiple law firms are parties to the AGREEMENT, then the AGREEMENT must address the internal system of governance among the firms and each law firm must identify one member of its firm who is authorized to legally bind the firm.
3. All oral approvals must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators.
4. The AGREEMENT shall be governed by and construed under the laws of Florida.

F. OTHER AVAILABLE SERVICES

Upon receiving approval from the AGENCY, the CONTRACTOR shall use existing AGENCY agreements, when available and cost effective, to acquire services (e.g., bulk third party copying) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

G. PUBLIC RECORDS

All documents prepared pursuant to the AGREEMENT are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records, as required by such law, shall constitute grounds for unilateral cancellation of this AGREEMENT.

H. SPECIAL CONDITIONS

1. The CONTRACTOR will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.
2. Multiple staffing at meetings, hearings, depositions, trials, etc., by the CONTRACTOR will not be compensated without prior written approval from the AGENCY.
3. CONTRACTOR agrees that all documents shall be promptly returned at the termination of the CONTRACTOR's involvement in the case or matter at hand.
4. AGENCY in-house staff shall be used in the legal matter to the maximum extent possible.
5. The CONTRACTOR will provide immediate notice by facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.
6. The CONTRACTOR shall provide the AGENCY immediate notice of any representation undertaken by the CONTRACTOR in matters where the client is suing or being sued by the state or state entities in any civil or adversarial administrative action.
7. A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.
8. Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until at least four (4) years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.
9. The AGENCY's general counsel must approve and sign the contract as to form and legality. The Contract must be signed by the AGENCY head, who shall also maintain custody of the contract.

ALLEN, NORTON & BLUE, P.A.

By:  _____

59-1287650
FID Number


Witness:  _____

5/5/2021

Date

SOUTH FLORIDA STATE COLLEGE

By:  _____
President

Witness:  _____

5/27/21

Date

EXHIBIT 1 - FEE SCHEDULE

I. ALTERNATE BILLING SCHEDULE:

	<u>NAME</u>	<u>RATE</u>
1.	Annual Retainer	\$500.00/yr.
2.	W. Reynolds Allen and Partners	\$250.00/hr.
3.	Associates	\$200.00/hr.
4.	Paralegals	\$ 85.00/hr.

1. The CONTRACTOR shall provide the AGENCY with monthly reports regarding the issues involving agency staff; the judiciary and local officials; statutory interpretation, case law interpretation; unique cases and legal arguments; accomplishments for reporting period, and suggestions. The status report shall be no longer than one to two pages and shall only describe significant events or the absence of significant events. Pleading or case history shall not be recited.

2. The AGENCY shall be on annual retainer for the sum of \$500.00 per year for which the CONTRACTOR will charge no additional fee:

- a. Phone calls of a general nature not requiring research or review of documents unless and until the AGENCY assigns the CONTRACTOR to handle a specific project, case or other matter.
- b. Attendance of up to three (3) members of the management of the AGENCY to the CONTRACTOR's bi-annual Labor and Seminar for Retainer Clients.
- c. A copy of all written materials for each attendee to the seminar referred to in subparagraph (b) above.
- d. Receipt of the CONTRACTOR's periodic Labor and Employment Newsletter.
- e. Guaranteed handling of all dispositive hearings, trials, and proceedings by a shareholder of CONTRACTOR.

AGREEMENT BETWEEN
SOUTH FLORIDA STATE COLLEGE
AND
PAMELA T. KARLSON, KARLSON LAW GROUP, P.A.

This AGREEMENT is entered into in the City of Avon Park, Highlands County, Florida by and between SOUTH FLORIDA STATE COLLEGE (the AGENCY), with headquarters located 600 West College Drive, Avon Park, Florida, and PAMELA T. KARLSON, KARLSON LAW GROUP, P.A., (the CONTRACTOR) located at 301 Dal Hal Boulevard, Lake Placid, Florida 33852. This AGREEMENT shall bind the parties upon its execution by their representatives.

WHEREAS, the CONTRACTOR is needed to represent the AGENCY in matters pertaining to contractual and other legal issues.

WHEREAS, the CONTRACTOR has the expertise necessary to perform the duties and responsibilities outlined in this AGREEMENT.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. **ENGAGEMENT OF THE CONTRACTOR**

The AGENCY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services set forth below. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the AGENCY.

ARTICLE 2. **SCOPE OF SERVICES**

The CONTRACTOR agrees under the supervision of the AGENCY to perform certain professional services more particularly described in ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES.

ARTICLE 3. **TIME OF PERFORMANCE**

This AGREEMENT shall begin on July 1, 2021 and end on June 30, 2022.

ARTICLE 4. **CONSIDERATION**

(1) Fees and costs shall be paid in accordance with the provisions of ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES, including Exhibit 1.

(2) Justified and reasonable travel expenses, which are directly and exclusively related to the professional services rendered under this contract, will be reimbursed in accordance with §112.061, Florida Statutes. For the purpose of computing travel expenses, the CONTRACTOR's place of business shall be that listed in the Preamble to this AGREEMENT and all travel expenses shall be computed on that basis.

(3) The AGENCY is exempted from payment of Florida State sales and use taxes and Federal Excise tax. The CONTRACTOR, however, shall not use the AGENCY'S tax exemption number to secure any materials or services. The CONTRACTOR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this AGREEMENT.

(4) The CONTRACTOR shall not pledge the AGENCY's credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(5) Payment for services shall be issued in accordance with the provisions of §215.422, Florida Statutes.

(6) Pursuant to §215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-7269 or (850) 410-9724.

(7) In accordance with the provision of §287.0582, Florida Statutes, the State of Florida's (AGENCY's) performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature, if the terms of this AGREEMENT extend beyond the current fiscal year.

(8) A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.

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(1) The CONTRACTOR shall submit monthly written invoices, in accordance with the requirements of ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES, paragraph D, Format for Invoices, for all fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. All invoices shall be submitted to **Peter S. Elliott, Vice President for Administrative Services, South Florida State College, 600 West College Drive, Avon Park, Florida 33825.**

(2) Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until at least four (4) years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

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(2) If this AGREEMENT is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the CONTRACTOR under this AGREEMENT shall be made available to and for the exclusive use of the AGENCY.

(3) Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this AGREEMENT by the CONTRACTOR.

ARTICLE 8. **AMENDMENTS**

Any changes must be mutually agreed upon and shall be incorporated in written amendments to this AGREEMENT.

ARTICLE 9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR, and any of its employees, agents, or assigns, are independent contractors and not employees or agents of the AGENCY.

ARTICLE 10. **LIABILITY**

The AGENCY shall not assume any liability for the acts, omissions to act, or negligence of the CONTRACTOR, its agents, servants, and employees, nor shall the CONTRACTOR disclaim its own negligence to the AGENCY or any third party.

The CONTRACTOR shall maintain, during the period of this AGREEMENT, a professional liability insurance policy for the professional services to be rendered.

ARTICLE 11. **NON-DISCRIMINATION AND COMPLIANCE**

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

ARTICLE 12. **ADMINISTRATION OF AGREEMENT**

- (1) The AGENCY contract administrator is *Peter S. Elliott, Vice President for Administrative Services*.
- (2) The CONTRACTOR's contract administrator is *Pamela T. Karlson*.
- (3) All written and verbal approvals referenced in this AGREEMENT must be obtained from the parties' contract administrators or their designees.
- (4) All notices must be given to the parties' contract administrator.
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ARTICLE 14. **AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

ARTICLE 15. **SPECIAL CONDITIONS**

- (1) The CONTRACTOR agrees to permanently refrain from using or mentioning its association with the AGENCY in advertisements, letterhead, business cards, etc. The CONTRACTOR's services to the AGENCY may be generally described in the CONTRACTOR's professional resume. The

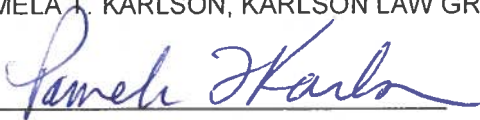
CONTRACTOR may not give the impression in any manner, that the AGENCY recommends or endorses the CONTRACTOR.

(2) All contacts with the news media pertaining to the subject of this AGREEMENT shall be referred to the AGENCY contract administrator.

(3) Anything that is produced by or developed in connection with this contract shall remain the exclusive property of the AGENCY and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the CONTRACTOR nor any other individual employed under this AGREEMENT shall have any proprietary interest in any product(s) developed or produced under this AGREEMENT.


IN WITNESS WHEREOF, the SOUTH FLORIDA STATE COLLEGE and PAMELA T. KARLSON, KARLSON LAW GROUP, P.A. have executed this AGREEMENT.

PAMELA T. KARLSON, KARLSON LAW GROUP, P.A.

By: 

FID Number

Witness:



3-24-21

Date

SOUTH FLORIDA STATE COLLEGE

By: 
President

Witness:


5/24/21

Date

ATTACHMENT A TO AGREEMENT FOR PRIVATE ATTORNEY SERVICES
BETWEEN
SOUTH FLORIDA STATE COLLEGE
AND
PAMELA T. KARLSON, KARLSON LAW GROUP, P.A.

A. SCOPE OF SERVICES

The CONTRACTOR shall:

1. Represent the College in legal matters pertaining to review of contracts, liability issues, and other legal matters, and attend monthly District Board of Trustees meetings.
2. Review and analyze AGENCY legal files, data, documents and other materials concerning the above matters and advise on recommended legal course. Attend and participate in meetings, conference calls, inspections or the like and report on the status of the legal matters.
3. Prepare and file pleadings, motions, or briefs, initiate and conduct discovery, as required and represent the AGENCY in any related litigation and otherwise represent the AGENCY at trial or on appeal.

B. COMPENSATION-FEES

1. The AGENCY shall be billed in accordance with Exhibit 1. Fees shall not exceed \$--N/A--, and fees in excess of such amount shall not be compensable. The CONTRACTOR shall notify the AGENCY, in writing, when fees for billable services reach \$ --N/A--. Said notification shall be made as soon as is practicable and prior to the next monthly invoice. Failure to comply with these provisions will result in non-payment.
2. Billable hours shall be measured in ten (10) minute increments. Compensation of attorney hours will be for actual time spent providing attorney services to the AGENCY.
3. Premium rates will not be paid for overtime work.
4. Attorney time while traveling will be compensated at --N/A--percent of the hourly rates reflected in Exhibit 1.

C. COMPENSATION-COSTS

1. Reimbursement of costs for such items as exhibits, transcripts and witness fees requires prior oral authorization by the AGENCY and shall be reimbursed based upon documented third party vendor charges. The AGENCY shall not pay for firm surcharges added to third party vendor charges.
2. Routine expenses such as phone calls, facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.
3. Non-routine office overhead expenses such as, long distance courier services, bulk mailings, bulk third party copying, blueprints, x-rays, photographs and must be justified to the AGENCY and shall be reimbursed based on documented third party vendor charges. If these charges exceed \$1,000.00, prior written approval from the AGENCY must be obtained. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable.
4. The CONTRACTOR shall only bill the AGENCY for a proportionate share of the cost of legal research, attending hearings or engaging in client representation of any type, which is also applicable to other clients.
5. Reimbursable costs shall not exceed \$1,000.00. The CONTRACTOR shall notify the AGENCY in writing when costs reach \$500.00. Said notification shall be made as soon as is practicable and prior to the next monthly invoice.

D. FORMAT FOR INVOICES

1. Within thirty (30) days of service provision, each invoice statement for fees and costs shall be submitted in original form, in a format that includes, at a minimum, the following information:
 - a. Case name and number, if applicable, or other legal matter reference
 - b. Invoice number for the particular bill or statement
 - c. CONTRACTOR taxpayer identification number (FEIN)
 - d. CONTRACTOR and AGENCY contract administrators' names
 - e. Inclusive dates of the month(s) covered by the invoice
 - f. Itemization of the dates; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable the AGENCY to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the CONTRACTOR performed work; their hourly rate (if hourly) as specified in Exhibit 1, and any billing rate that is for some reason different from the one set forth in Exhibit 1, e.g., travel at a reduced hourly rate. (Note: if billing is based on other than an hourly rate, the basis for the billing must be explained in this section.)
 - g. A listing of all invoiced costs to be accompanied by copies of actual receipts.
 - h. The total of only the current bill or statement.
 - i. Prior balances or payment history should be shown separately, if at all.
 - j. A certification statement, signed by the CONTRACTOR's contract administrator that reads, "I certify that all costs and fees claimed in this invoice statement for payment are accurate and were performed in furtherance of the AGREEMENT between **"PAMELA T. KARLSON, KARLSON LAW GROUP, P.A. and SOUTH FLORIDA STATE COLLEGE."**
 - k. Any other information as may be requested by the AGENCY's contract administrator.

E. ADMINISTRATION OF AGREEMENT

1. The AGENCY contract administrator is **Peter S. Elliott**.
2. The CONTRACTOR contract administrator is **Pamela T. Karlson**. However, if multiple law firms are parties to the AGREEMENT, then the AGREEMENT must address the internal system of governance among the firms and each law firm must identify one member of its firm who is authorized to legally bind the firm.
3. All oral approvals must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators.
4. The AGREEMENT shall be governed by and construed under the laws of Florida.

F. OTHER AVAILABLE SERVICES

Upon receiving approval from the AGENCY, the CONTRACTOR shall use existing AGENCY agreements, when available and cost effective, to acquire services (e.g., bulk third party copying) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

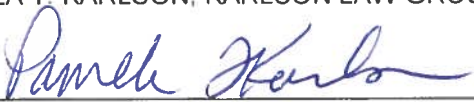
G. PUBLIC RECORDS

All documents prepared pursuant to the AGREEMENT are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records, as required by such law, shall constitute grounds for unilateral cancellation of this AGREEMENT.


H. SPECIAL CONDITIONS

1. The CONTRACTOR will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.
2. Multiple staffing at meetings, hearings, depositions, trials, etc., by the CONTRACTOR will not be compensated without prior written approval from the AGENCY.
3. CONTRACTOR agrees that all documents shall be promptly returned at the termination of the CONTRACTOR's involvement in the case or matter at hand.
4. AGENCY in-house staff shall be used in the legal matter to the maximum extent possible.
5. The CONTRACTOR will provide immediate notice by facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.
6. The CONTRACTOR shall provide the AGENCY immediate notice of any representation undertaken by the CONTRACTOR in matters where the client is suing or being sued by the state or state entities in any civil or adversarial administrative action.
7. A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.
8. Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until at least four (4) years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.
9. The AGENCY's general counsel must approve and sign the contract as to form and legality. The Contract must be signed by the AGENCY head, who shall also maintain custody of the contract.

PAMELA T. KARLSON, KARLSON LAW GROUP, P.A.

By: 

SOUTH FLORIDA STATE COLLEGE

By: 
President

FID Number

Witness:



3-24-21
Date

Witness:



5/27/21
Date

EXHIBIT 1 - FEE SCHEDULE

I. ALTERNATE BILLING SCHEDULE:

The CONTRACTOR shall be retained for the monthly fee of \$1,000.00 to include up to six (6) hours of consultation each month (including participation at monthly Board meetings). Special work beyond the base six hours will be paid on an hourly basis of \$125.00 per hour. In addition, the children of Pamela T. Karlson will be granted a fee waiver or exemption for courses taken at SFSC towards a certificate program or towards an AS or AA degree. This fee waiver or exemption is only in effect while Pamela T. Karlson is contracted with SFSC as the Board Attorney.