



## EXHIBIT "B"

OFFICE OF THE PRESIDENT

Item 5.2.1
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PRESENT TO BOARD: JUNE 19, 2024

TO: SOUTH FLORIDA STATE COLLEGE  
DISTRICT BOARD OF TRUSTEES

FROM: FRED HAWKINS 

SUBJECT: CONTRACTS FOR PRIVATE ATTORNEY SERVICES 2024-2025 AND  
APPOINTMENT OF COLLEGE ATTORNEY

Approval is requested from the District Board of Trustees to enter into contracts for fiscal year ending June 30, 2025 with the firms noted below to represent South Florida State College as needed. We have been pleased with the services by Allen, Norton & Blue, P.A., for employment law issues. We have agreed to a contract with GrayRobinson, P.A., as the new College Attorney.

### **Allen, Norton & Blue, P.A.**

Allen, Norton, & Blue, P.A. has agreed to continue, to provide services under the same terms, with increased rates for 2024-2025 as listed below

- Annual Retainer: \$500
- Hourly Rates:
  - W. Reynolds Allen and Partners.....\$275.00/hr.
  - Associates.....\$225.00/hr.
  - Paralegals.....\$100.00/hr.

**GrayRobinson, P.A.**

GrayRobinson has agreed to a new contract, to provide services under a new contract for fiscal year 2024-2025 as listed below.

- Hourly Rates:
  - Shareholder, Of Counsel, Associates.....\$350.00/hr.
  - Paralegals.....\$200.00/hr.

**SUGGESTED MOTION:**

**Move to approve the contracts for private attorney services 2024-2025 and appointment of college as presented.**

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.

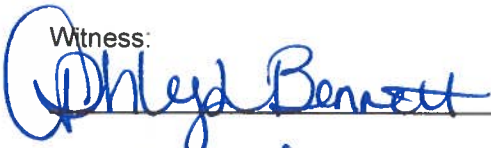
SOUTH FLORIDA STATE COLLEGE

By: \_\_\_\_\_

By:  \_\_\_\_\_  
President

FID Number \_\_\_\_\_

Witness: \_\_\_\_\_

Witness:  \_\_\_\_\_  
6/19/24  
\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT 1 - FEE SCHEDULE

### I. ALTERNATE BILLING SCHEDULE:

	NAME	RATE
1.	Annual Retainer	\$500.00/yr.
2.	W. Reynolds Allen and Partners	\$275.00/hr.
3.	Associates	\$225.00/hr.
4.	Paralegals	\$ 100.00/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.

W. Scott Cole | Scott.Cole@gray-robinson.com | D 407.204.3106  
301 East Pine Street, Suite 1400, Orlando, Florida 32801 | T 407.843.8880 | F 407.244.5690

May 28, 2024

**Via Email - fred.hawkins@southflorida.edu**

Fred Hawkins  
President  
South Florida State College  
600 West College Drive  
Avon Park, FL 33825

Re: Engagement Agreement

Dear Fred:

We are pleased that GrayRobinson, P.A. will serve South Florida State College as its general counsel. I appreciate the confidence you have placed in our Firm, and I look forward to our working relationship.

## **Scope of Representation**

It has been our experience that things go more smoothly if both our client and we have a clear understanding in writing of the scope of the engagement and the role we have agreed to play. This engagement letter will also govern all subsequent matters in which we may become involved on South Florida State College's behalf unless a separate arrangement is made that differs materially from the terms of this engagement letter.

## **Billing, Fees and Expenses**

Our Firm will charge for our professional services on an hourly basis. I will perform most of the legal work on this matter and serve as lead general counsel. My current rate is \$500.00 per hour, however, pursuant to our fee proposal for legal services, our rates are reduced as follows: Shareholder, Of Counsel, Associate rates are \$350.00/hr. and paralegal rates are \$200.00/hr. We reserve the right to utilize other members of the Firm whenever, in our discretion, we deem it appropriate. South Florida State College will be billed periodically, usually monthly. We are happy to discuss our billing invoice with you at any time and will welcome the opportunity to address any questions you may have. In the event you should disagree with or question any amount, you agree to communicate such disagreement or question to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived. If requested, we will be glad to provide you with a schedule of rates presently in effect for all individuals performing work on this matter.

In addition to our professional services, we will bill South Florida State College for all disbursements and out-of-pocket expenses made or incurred. These typically include such items as document reproduction, travel, long distance telephone calls, mailing charges, facsimile charges, messenger services and filing or recording fees. We may also use computerized research or other technology services to assist in handling your matter(s). Those services will be used when we believe that it is appropriate to do so. Expenses incurred or advanced on South Florida State College's behalf will be itemized on our billing invoice. Please note, if we anticipate that substantial expenses will be incurred, we will require that you pay the vendor directly and/or we may require a deposit from you in order to cover such expenses.

### **Retainers**

The Firm also reserves the right to require an additional or increased Retainer in the future based upon the scope of service anticipated. Retainers will be held without interest in the Firm's Trust Account until disbursed. Such funds may be applied in payment of professional fees owed or expenses incurred. Additionally, you may be required to replenish the funds as they are used.

### **Dispute Resolution**

Should there arise any dispute concerning fees and costs earned and owed to the Firm and, if it becomes necessary for this Firm to retain an attorney or otherwise utilize the Firm's own attorneys to collect such fees and costs, the prevailing party to such dispute will be entitled to recover its attorney's fees, costs and expenses necessarily incurred. In addition, you and this Firm each hereby waive any right to a jury trial for any controversy, dispute or claim arising out of or related to this Firm's representation of you and/or this Agreement, and we further agree that venue for any lawsuit brought thereon shall be Highlands County, Florida, where this Agreement is deemed made and finally executed.

### **Advance Waiver**

Because of the relatively large size of our Firm and our representation of many other clients, it is possible that one or more of our present or future clients have or will have matters adverse to you. Our acceptance of your current representation will preclude us from accepting future representations adverse to you, which involve matters substantially related to the work we perform in the course of this engagement. However, as a condition to our undertaking the representation described in this letter, each agrees that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to you with respect to matters not substantially related to the specific matter or matters for which you have engaged our services.

We agree, however, that your consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to a material or potential material disadvantage to you.

### **No Representation of Corporate Affiliates**

This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged by and will represent you, and that we are not being engaged to represent any of your parent companies, subsidiaries, affiliated entities, officers, directors, members, partners, shareholders or employees.

### **Termination**

Unless previously terminated, our representation will terminate as follows: (1) if this is the only matter in which we represent you, our representation will terminate upon our sending our final invoice for services rendered in this matter; and (2) if we represent you in more than one matter, our representation of each matter will terminate upon sending the final invoice for that matter, and the attorney-client relationship will terminate completely (absent any new or subsequent engagements) upon our sending the final invoice in the last open matter.

### **Client Review**

I am happy to answer any questions you may have regarding this engagement agreement. Likewise, you have the right to have this agreement reviewed by an outside party or other professional prior to signing. You understand that the Firm is not engaged until the signed original engagement agreement is returned to us, including any requested advance Retainer.



**Entire Agreement**

These terms, and the attached Additional Understanding Regarding Representation, which are incorporated by reference, constitute our entire Agreement for the representation of you in this matter. There are no other arrangements or agreements regarding our representation of South Florida State College which are not expressed in this Agreement. Any modification of the Agreement must be in writing, by mail, fax or e-mail. The Agreement is binding on South Florida State College and on GrayRobinson, and the respective legal representatives and successors of each.

If the terms of this engagement as set forth in this letter meet with your approval, please indicate by signing the Agreement in the space provided below. You may return it by facsimile at (407) 244-5690, or email it as a PDF copy to me at [scott.cole@gray-robinson.com](mailto:scott.cole@gray-robinson.com), and we will consider a fully executed counterpart copy of this Agreement to serve as the original executed document.

We appreciate the confidence and trust you have placed in us as South Florida State College's legal counsel, and I encourage you to communicate with me if at any time you have questions on the status or progress of your matters. I look forward to working with you and your staff on any matters you deem appropriate. If you have any questions, please do not hesitate to contact me.

Sincerely,



W. Scott Cole  
Shareholder

WSC/clm

cc: Chris Carmody, Esq.

Attached: Additional Understanding Regarding Representation  
Privacy Policy

The terms of this representation are accepted:

this 19 day of June, 2024.



By: Fred Hawkins, President

## **ADDITIONAL UNDERSTANDING REGARDING REPRESENTATION**

### **Payment of Invoices**

In the event that our invoices are not timely paid, or that payment terms satisfactory to us are not established, we reserve the right to renegotiate the terms of this engagement and/or to pursue our other remedies, including the right to charge you interest of 1½% per month for any invoice which has not been paid within 30 days of the date the invoice is mailed or emailed to you. We also reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

### **Electronic Data**

This will serve as our disclosure that the Firm does presently and will continue to maintain confidential and privileged information in electronic form. This practice will be followed in our work on this matter. The Firm does take measures that it understands to be reasonable and consistent with current business practices to protect that information.

### **Outcome or Result**

We will strive to do our best to meet your needs in this and other any matter we subsequently undertake for you. Either at the commencement, or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney, consultant or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee. We cannot and do not make any representations, warranties or guarantees concerning the outcome of this or any representation we undertake. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

### **File Retention**

Following the termination of the representation/engagement, any otherwise nonpublic information you have supplied to the Firm (unless previously removed or destroyed by specific request) will be retained by us and kept confidential in accordance with applicable rules of professional conduct, and the Firm reserves the right to send such materials to off-site storage at any time. Any retrieval of material once the file is closed may incur an expense for which you will be responsible. The Firm's retention policy provides that we retain stored and closed files for a period of ten (10) years after which they may be destroyed. Thus, if there are any documents which you need from those we possess, we recommend that you obtain them at the conclusion of our work on this matter. Failure to do so will waive and indemnify the Firm from any liability for the destruction of materials.

### **Commencement of Representation:**

Our representation will not continue until we receive a signed copy of the Agreement to which this statement is attached, together with payment of any retainer specified therein.

### **Withdrawal or Termination:**

We reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

Fred Hawkins, President  
May 28, 2024  
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Unless previously terminated, our representation will terminate as follows: (1) if this is the only matter in which we represent the Client, our representation will terminate upon our sending our final invoice for services rendered in this matter; and (2) if we represent the Client, in more than one matter, our representation of each matter will terminate upon sending the final invoice for that matter, and the attorney-client relationship will terminate completely (absent any new or subsequent engagements) upon our sending the final invoice in the last open matter.

### **PRIVACY POLICY**

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this firm. Therefore, we have always protected your right to privacy and do not take lightly the confidence you place in us.

In the course of providing our clients with financial and tax planning and preparation services, employment counseling, bankruptcy activities, certain real estate services, and other certain financial services, we receive significant personal financial information about you either from you or with your authorization. If you are a current or former client of GrayRobinson, P.A. you should know that all information that we receive about you is held in extreme confidence, and is not released to any person or entity outside of this firm, except as agreed upon by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions regarding this matter. Your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.