

Rumberger

KIRK & CALDWELL

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July 18, 2016

Charlie Van Zant, Jr., Superintendent
Clay County Schools
900 Walnut Street
Green Cove Springs, FL 32043

VIA ELECTRONIC MAIL

Re: Union Negotiations

Dear Superintendent Van Zant:

Thank CCSB for reaching out to Rumberger, Kirk & Caldwell, P.A. ("RKC") regarding retaining RKC as counsel on behalf of Clay County School Board ("CCSB" or "client"), pertaining to union negotiations for the bargaining units of the Clay County School Board. While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide that are outside the initial scope of representation.

This letter constitutes the engagement agreement (the "Agreement") between CCSB and RKC, describes the terms of our relationship, and sets forth the general terms of our assistance to CCSB in the referenced matter. If the Agreement is acceptable to CCSB, please sign and return a copy to me at CCSB's earliest convenience.

1. **Limitations on Obligation.** RKC is not CCSB's general counsel and that our acceptance of this engagement does not involve an undertaking to represent CCSB's interests in any matter other than that described above. Furthermore, CCSB acknowledges that our representation does not entail a continuing obligation to advise CCSB concerning subsequent legal development that might have a bearing on CCSB's affairs generally or, after the completion of the matter as to which we are representing CCSB, subsequent legal developments related to or that might have a bearing on that matter.

2. **Fee for Services.** I will take principal responsibility for this matter, and my hourly rate is \$225.00. I will enlist the assistance of other attorneys or paralegals in our firm, as may be appropriate to further our client's interests. The rates charged for these personnel follow:

Associates	\$175.00
Paralegal	\$100.00

We reserve the right to modify these rates annually. CCSB reserves the right to limit hours of service based upon need through the issuance of a CCSB Purchase Order.

3. **Costs and Expenses.** In addition to fees for legal services, there are certain costs and expenses that CCSB may be obligated to pay. With prior approval from CCSB, costs over \$200.00 shall be billed directly to CCSB. CCSB agrees to pay these bills in accordance with the Local Government Prompt Payment act upon submission of invoices to SBCC Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043.

4. **Payment of Fees and Expenses.** All fees and costs shall be payable in accordance with the Local Government Prompt Payment act upon submission of invoices to SBCC Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043.

5. **Cooperation.** In order to enable us effectively to render the services contemplated, CCSB agree to disclose fully and accurately all facts and to keep us apprised of all developments relating to the litigation. CCSB agree to cooperate fully with us and to make representatives available to attend meetings, discovery proceedings and conferences, hearings, at least one mediation before trial, and other proceedings as necessary. We will attempt to schedule depositions, hearings, etc. at convenient times, but it is the nature of litigation that such schedules are often not within our control.

6. **Document Retention.** CCSB should take all reasonable steps to retain all documents, both paper and those stored electronically, which relate or which may potentially relate to this matter. Electronically stored documents include all those maintained on a computer, including all e-mails, and in some instances may include voice mails. CCSB should suspend any document destruction procedures, including automatic operations and procedures, that could possibly affect documents relating to this matter. CCSB must not discard or overwrite computer backup storage in order to avoid the potential loss of documents in electronic form relating to this matter. CCSB will provide all potentially relevant documents to us, including in response to any legitimate requests by the opposing party under the applicable rules of discovery. CCSB are advised that the destruction of relevant evidence, or even the failure to retain such evidence whether intentionally or not, could lead to liability for spoliation of evidence, imposing adverse evidentiary presumptions against CCSB's interest, and imposition of severe sanctions by the court, which may include monetary sanctions and the striking of pleadings or defenses.

7. **Termination of Representation.** It is understood that, subject to any limitations imposed by the Rules Regulating the Florida Bar, RKC or CCSB may terminate RKC's representation.

8. **No Warranty.** CCSB acknowledges that we have made no guarantees as to the outcome of this matter.

July 15, 2016

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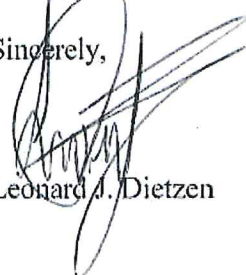
9. **Client Documents.** We will maintain any documents CCSB furnish us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is CCSB's obligation to advise us as to which, if any, of the documents in our files CCSB wishes us to return to CCSB. We will retain any remaining documents in our files for a reasonable period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

10. **CCSB will issue a Purchase Order.**

The parties agree that any dispute regarding Rumberger, Kirk & Caldwell's engagement on this matter will be adjudicated in federal or state court in Clay County, Florida. Florida law will apply without regard to conflict of law principles.

I will have primary responsibility for this matter. Please feel free to contact me at anytime if CCSB have any questions or concerns. We appreciate the opportunity to represent Clay County School Board in this matter, and we look forward to working with CCSB in the future.

Sincerely,


Leonard J. Dietzen

I, THE UNDERSIGNED, AGREE TO THE TERMS AS DESCRIBED IN THIS LETTER.

By: _____
Print Name: _____

on behalf of Clay County School Board

Title: _____
Dated: _____

ADDENDUM A

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

The venue for litigation of disputes shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

Employees of Vendor shall, at their own expense, submit to and pass a fingerprint based background check as required by F.S. 1012.465 prior to having any direct contact with students in furtherance of this agreement or entering upon school grounds when students are present. In the alternative, School may, in accordance with F.S.1012.468, exempt Vendors employees from this requirement only if Vendors employees are, at all times, under the direct line of sight supervision of a School employee who has submitted to and passed a level 2 background check. Vendor may satisfy the requirement for a background check by supplying School proof that Vendor employees have passed such a screening for another school district and that said background check is still valid.

Charter Bus Companies shall only provide drivers who have completed the above process. Charter Bus Companies shall provide drivers names to school at least two (2) working days prior to scheduled date of service for verification that the driver has passed a fingerprint background check and is on the School Board's approved listing.

Vendor must provide a Certificate of Insurance. Certificate of Insurance must have an A- or better rating and carry General Liability and Workers' Compensation. Certificate of Insurance must make the School Board of Clay County an additionally Insured as well as the Certificate Holder.

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.



Authorized Signature



Date