

Northwest Florida State College and Hand Arendall Harrison Sale LLC

Agreement for Legal Services

This Agreement for Legal Services made and entered into on March 17, 2025, by and between The District Board of Trustees of Northwest Florida State College, located at 100 College Boulevard, Niceville, Florida 32578, hereinafter referred to as “Northwest Florida State College” or “College,” and the law firm of Hand Arendall Harrison Sale LLC, with its principal place of business located at 35008 Emerald Coast Parkway, Suite 500, Destin, Florida 32541, hereinafter referred to as “Counsel”.

1. **Purpose of Agreement.** The purpose of this Agreement is to set forth the continuing terms and conditions under which Counsel shall provide legal services to the College relating to the College’s governance, compliance, contractual, legislative, administrative, quasi-judicial, and litigation requirements. Unless otherwise set out in this Agreement or agreed by the College in writing, legal services set out under this Agreement will be handled for the College by Whitney Rutherford, assisted as necessary by other Counsel attorneys and paraprofessionals.
2. **Scope of Services.** Counsel agrees to serve as the College’s General Counsel and Attorney for the Board of Trustees in all legal matters, such as and without limitation:
 - a. Perform all necessary legal services pursuant to the direction of the Board of Trustees and President, including, but not limited to reviewing and analyzing College files, data, documents, and other materials concerning the College and advise on recommended legal course.
 - b. Provide legal advice to the President and Board of Trustees regarding all corporate governance matters of the College, its charter school (the Collegiate High School at Northwest Florida State College), and its direct support organization (the Northwest Florida State College Foundation, Inc.), including law, policy, and procedure.
 - c. Oversee, draft, and ensure quality and legal compliance of College Board of Trustees and Foundation Board of Directors materials, policies, required evaluations and surveys, and trainings.
 - d. Provide strategies for ensuring compliance with existing and contemplated law, regulations, and policies.
 - e. Provide counsel on all transactional and personnel matters in compliance with federal and state law.
 - f. Ensure College compliance with Sunshine Law, including public records, open meetings, and document retention matters for the College’s operations (including CHS), Board functions, and the Northwest Florida State College Foundation.
 - g. Draft, negotiate, and review contracts, agreements, communications, leases, and other documents to ensure that the College’s legal and business interests are protected (e.g., vendor purchases, College templates, affiliation and articulation agreements, real property and intellectual property agreements, purchase-and-sale agreements).
 - h. Manage and resolve claims held by and brought against the College prior to and throughout litigation, including management of relationships with insurers and outside counsel as well as responses to all claim-related documentation such as subpoenas and other document production requests.
 - i. Review legal documents, such as COI, handbooks, employment processes, academic affairs documentation, and audits, to ensure institutional compliance.
 - j. Provide legal advice to ensure the institution fully addresses matters involving employees

and students, including discrimination, civil rights, harassment, workers' compensation, conduct, conflict of interest, and FERPA issues.

- k. Provide advice and direction regarding contract management and procurement processes that provide for timely and efficient release of solicitation and review of agreements, ensure that signature policies remain up to date, and provide training for stakeholders to track material terms and deadlines.
 - l. Create, present, and monitor the completion of training seminars on various topics such as evaluation, ethics, Title IX, Harassment, FMLA, ADA, College procedures and initiatives.
 - m. Draft, in concert with College leadership, policies and procedures applicable to the College's services and needs.
 - n. Attend and participate in Board meetings (regular, special, committee, and workshops); at the President's request, regularly-scheduled College leadership meetings; preparatory meetings with Chair of the Board of Trustees and President; and, as needed, conference calls, meetings requiring legal counsel, inspections, or the like.
 - o. In concert with the College's insurance providers' policies and procedures, and to the extent claims are not addressed by the College's insurance coverage, represent the College in litigation, including preparing and filing pleadings, motions or briefs, initiating and conducting discovery, as required by the College.
3. Conflicts of Interest. Counsel will promptly disclose conflicts of interest immediately to the College upon identification, with recommendation for resolution. Resolution shall be at the discretion of the College or as required by professional standards applicable to Counsel. Counsel shall not provide legal representation to a private individual or entity before the College while this Agreement is in effect. Counsel shall comply with the conditions of Florida Statutes § 112.313(16)(c).
4. Compensation Fees. The College shall be billed a monthly flat fee of \$15,500 for legal services for up to 60 billable hours monthly. All hours in excess of the hours included in the flat fee will be billed hourly in accordance with the fee schedule that is attached as Exhibit A. Fees shall not exceed \$300.00 per hour unless authorized in writing by the College prior to incurring the fee. The College authorizes Counsel to use all professional staff of Counsel, as directed by Counsel and necessary to provide legal services to the College. To enable the College to budget for and track expenses related to this Agreement, Counsel shall notify the College in writing when hours billed are anticipated to exceed the 60 billable hours within a month. Said notification shall be made as soon as practical and prior to the next monthly invoice. Matters that may incur a different or higher fee include but are not limited to:
- a. Specialty Services. Specialists or experts may be needed for unusual or unique legal matters which may require an expertise not possessed by Counsel or where a conflict may exist for Counsel. Counsel will not employ or otherwise incur an obligation to pay specialists or experts for services in connection with services described in this Agreement without prior approval by the College. Should Counsel determine that attorney representation in addition to that provided in Exhibit A would be advisable, Counsel shall obtain the approval of the College.
 - b. Finance Fees. Counsel will represent the College on public finance issuances and loans as Local Counsel at the rate of 0.1% of the amount of the issuance with a minimum fee of \$7,500.00, fees contingent upon the closing of the financing issue or loan. For issuances requiring validation, an additional non-contingent hourly fee will be paid for the validation litigation process, including appeals, at Counsel's then-applicable hourly rate for public

finance counsel, with such hourly fee disclosed to the College and agreed to by the College in writing before the fee is incurred.

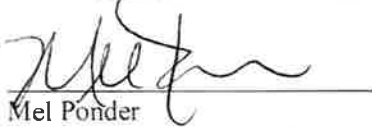
5. Compensation Costs. Counsel's general billing policies are as follows:
 - a. No hourly fee will be charged for travel to and from home or office to a campus or center of the College for meetings of the Board of Trustees or other regularly scheduled visits as agreed upon between Counsel and the College; other travel time is billable as incurred. Travel expenses will be billed at the same rate as College employees.
 - b. Any postage, telephone charges, research, deposition costs, or other similar actual costs for completing College work will be charged at the actual cost incurred by Counsel.
 - c. If these charges exceed \$1,000.00, prior written approval from the College must be obtained before incurring the charges. Reimbursable costs shall not exceed \$3,000.00 annually. Counsel shall notify the College in writing when reimbursable costs reach \$3,000.00. Said notification shall be made as soon as practical and prior to the next monthly invoice.
6. Format for Invoices. Within 30 days of service provision, each invoice for fees and costs shall be submitted in a format that includes the following information: legal matter reference; invoice number; Counsel taxpayer identification number; Counsel and College contract administrative names; itemization of the date, hours billed, concise, meaningful description of services rendered, person who performed the services and the hourly rate as specified in Exhibit A. The invoice shall be sent by electronic mail to the email address specified by the College.
7. Administration of Agreement. The College contract administrator is President Mel Ponder, Corporate Secretary for the Board of Trustees, and, for services specific to the Board of Trustees or relating to the President's contract or performance, the then-current Chair of the Board of Trustees. Counsel's contract administrator is Whitney Rutherford. All written and oral approvals must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators by electronic mail to the email addresses specified by the contract administrators.
8. College Points of Contact. The primary points of contact under this Agreement for the College will be the College President and the Chair of the Board of Trustees. The members of the Board of Trustees may contact Counsel as needed for services under this Agreement. The College President will designate those members of College professional staff who may work directly with Counsel.
9. Public Records. Counsel will comply with public records laws, including the provisions of § 119.0701(2)(b), Florida Statutes. IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT public.records@nwfsc.edu, 850-729-5233, or the address identified in the first paragraph.
10. Term. This Agreement will have an initial term of March 17, 2025, to June 30, 2026, and thereafter will be of a continuing nature absent termination by either party and contingent upon College funding across fiscal years. The College will have the option to cancel the contract with thirty (30) days' notice without penalty. Counsel will have the option to cancel the contract with ninety (90) days' notice without penalty.
11. Funding. To the extent the term of this Agreement continues into a fiscal year beyond 2024-2025, the College's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature and approval of the College's annually adopted

budget. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate. In such an event, Counsel shall be compensated for services satisfactorily completed prior to termination or amendment of the Agreement, to the extent of remaining budgeted funds.

12. Severability. Should any part of this Agreement be determined by a court of competent jurisdiction to be contrary to applicable law, the remainder of the Agreement shall remain in full force and effect.
13. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
14. Governing Law and Venue. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida, and nowhere else.
15. Binding Effects. This Agreement shall be binding upon the parties hereto and upon their successors and assigns.

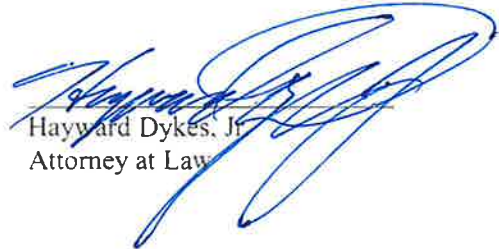
IN WITNESS WHEREOF, the parties to this Agreement agree to its terms as of the date first written above:

The District Board of Trustees of
Northwest Florida State College



Mel Ponder
President and Corporate Secretary

Hand Arendall Harrison Sale LLC



Hayward Dykes, Jr.
Attorney at Law

EXHIBIT "A"

Fees and Charges

The College agrees to compensate Counsel as follows for legal services:

The College will pay a monthly flat fee of \$15,500 for legal services for up to 60 billable hours monthly. All hours in excess of the hours included in the flat fee will be billed hourly in accordance with the fee schedule below.

Attorneys and Support Staff

Time billed shall be in increments of one tenth (1 /10) of an hour.

Ms. Whitney Rutherford	\$300.00.
Mr. Hayward Dykes, Jr.	\$300.00.
Support Staff	\$125.00.

Costs and Expenses

Any postage, telephone charges, research, deposition costs, or other similar actual costs for completing College work will be charged at the actual cost incurred by Counsel.

Travel Expenses.

No hourly fee will be charged for travel to and from home or office to a campus or center of the College for meetings of the Board of Trustees or other regularly scheduled visits as agreed upon between Counsel and the College; other travel time is billable as incurred. Travel expenses will be billed at the same rate as College employees.