

BOARD MEETING DATE: OCTOBER 20, 2026
ITEM NO: IX - c

RECOMMEND THAT the Board approves the attached fee agreement for Sniffen and Harmon, P.A. for legal counsel.

THIS RECOMMENDATION will allow the College to have a contract and fee agreement in place for legal counsel.

This contract has been approved by the attorney.

SNIFFEN & HARMON, P.A.

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LEGAL REPRESENTATION AGREEMENT

The undersigned, **North Florida College Board of Trustees**, (“client”) desires to retain **Sniffen & Harmon, P.A.** (“law firm”) to provide legal representation related to service as Board Attorney to the Board of Trustees and to provide staff legal advice and guidance as may be required from time to time. This document sets forth the agreement concerning the representation of the client by the law firm.

ATTORNEYS’ FEES

1. The client agrees to pay all attorney’s fees and costs incurred. Attorney’s fees records will be computed on an hourly basis for time that is devoted to the representation. It is often impossible to determine in advance the amount of time that will be needed to complete a matter. The law firm shall use its best judgment to determine the amount of time and nature of the services to be performed in the client’s best interest. The law firm will keep the client informed of the time devoted to its representation. The client agrees to pay the law firm the following hourly rates:

Attorney/Professional’s Initials	Name	Hourly Rate
All Attorneys	(Primarily Robert J. Sniffen, Mitchell J. Herring, Mark K. Logan & Terry J. Harmon)	\$200 (non-litigation)
All Attorneys	All Assigned Attorneys	\$215 (litigation)
Law Clerks		\$90.00
Paralegals		\$90.00

The law firm will bill the client on a monthly basis and the client will pay the law firm in full for all attorney’s fees and costs incurred by the law firm no later than thirty (30) days from the date of the law firm’s invoice. Statements for services and costs shall be submitted via-electronic mail to Dr. Jennifer Page.

2. The hourly rate shall include, but is not limited to, time spent for travel, conferences, on the telephone, drafting documents, in negotiations, conducting legal research, court and agency appearances, electronic mail transmissions, or any other activity reasonably related and necessary to the scope of the law firm’s representation.

3. The client will provide payment in full for all attorney’s fees and costs incurred by the law firm on a monthly basis. Client shall remain fully responsible for the payment of all attorney’s fees and costs incurred by the law firm regardless of any right to reimbursement,

insurance defense proceeds, or indemnification the client may have.

COSTS AND EXPENSES

4. The client agrees to pay all costs and expenses incurred by the law firm. The law firm is authorized to pay and incur expenses on behalf of the client. Costs normally include, but are not limited to: long distance telephone calls, multi-party conference line, photocopies, out-of-town travel expenses (excluding mileage reimbursement for monthly meetings of the Trustees), postage, expert witness fees and costs, filing fees, computer research expenses, and other expenses reasonably required to be expended and arising out of the law firm's representation. Charges will not be billed for facsimile transmissions.

MUTUAL REPRESENTATIONS

5. The client shall have the right to terminate the representation of the law firm at any time. In the event of such termination, the client shall pay the law firm for fees and costs incurred through the date of such termination. The law firm shall have the right to withdraw from the representation if the client does not make payments required by this agreement, if the client has misrepresented or failed to disclose material facts to the law firm, if the client is uncooperative, if irreconcilable difference is present, if the client fails to follow the law firm's advice and/or for any other legally permissible reason. Upon the occurrence of any of these events, the client will execute such necessary documents as will permit the law firm to withdraw.

IN THE EVENT THERE ARISES A DISPUTE BETWEEN THE CLIENT AND THE LAW FIRM REGARDING ATTORNEY'S FEES AND COSTS INCURRED DURING THE REPRESENTATION, THE CLIENT AND THE LAW FIRM MUTUALLY AGREE TO SUBMIT TO ARBITRATION OF THEIR CONTROVERSY CONCERNING THE LEGAL FEES AND COSTS CHARGED BY THE LAW FIRM. THE PARTIES HAVE THEREBY AUTHORIZED A DULY APPOINTED ARBITRATION PANEL OF THE FLORIDA BAR TO ACT AS ARBITRATOR(S) AND TO PROCEED TO HEAR ANY SUCH DISPUTE PURSUANT TO THE SUPREME COURT RULE REGULATING THE FLORIDA BAR -- CHAPTER 14, (FEE ARBITRATION RULE), RULES OF PROCEDURE FOR A FEE ARBITRATION PROCEEDING AND CHAPTER 682, FLORIDA STATUTES. THE MEMBERS OF THE ARBITRATION PANEL SHALL BE VESTED WITH ALL THE POWERS AND SHALL ASSUME ALL THE DUTIES GRANTED AND IMPOSED UPON ARBITRATORS BY FLORIDA LAW. THE PARTIES ALSO AGREE THAT JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF FLORIDA AND, THEREFORE, ANY AWARD RENDERED SHALL BE BINDING.

6. The client acknowledges that the law firm has not made guarantees regarding the disposition of any phase of the matter or matters for which it has been retained. All expressions relative to the matter for which the law firm has been retained are opinions of the law firm.

7. The provisions of this agreement shall apply only to the matters set forth above and unless otherwise specifically provided.

8. The cooperation of the client with the law firm is essential. The client must keep the law firm informed immediately of any changes of address, phone number, employment and circumstances. Full disclosure to the law firm of all facts is essential to enable proper representation. The client must promptly fill out, execute and/or return all papers sent to client such as interrogatories, requests for information, requests for documents, etc.

9. **IMPORTANT NOTICE REGARDING EMAIL COMMUNICATION:** With changes in technology, the law firm is aware that email is a common method of communication; however, please keep in mind the following: (a) clients should never use computers maintained or monitored by others (e.g., work; public computers) when communicating about sensitive or attorney-client matters; (b) incoming emails may not be read immediately, because the intended recipient may be out of the office or otherwise unavailable; if your email communication is time-sensitive, please call our office to ensure we are aware of your email; and (c) the law firm uses automated filters to block viruses and unwanted emails. It is possible the law firm's network may not recognize your email address and prevent your emails from being properly delivered. Please call our office if we have not responded to your email within a reasonable time or if the matter is time-sensitive.

10. Either party may, from time to time, request changes in the scope of the services to be performed under this agreement. Such changes, which are mutually agreed upon by and between the client and the law firm, shall be incorporated in written amendments to this agreement.

11. This agreement, 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.

12. The law firm will comply with Florida's public record laws in relation to this Agreement, specifically to:

- a. Keep and maintain public records required by client to perform the service.
- b. Upon request from the client's custodian of public records, provide the client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the law firm does not transfer the records to the client.
- d. Upon completion of the contract, transfer, at no cost, to the client all public records in possession of the law firm or keep and maintain public records required by the client to perform the service. If the law firm transfers all public records to the client

upon completion of the contract, the law firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the law firm keeps and maintains public records upon completion of the contract, the law firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the client, upon request from the client's custodian of public records, in a format that is compatible with the information technology systems of the client.

13. Pursuant to Section 287.135, Florida Statutes, the law firm certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria. The law firm further warrants that it is not participating in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, this contract may be unilaterally terminated by the client if this certification is false.

14. Pursuant to Section 448.095(5), Florida Statutes, the law firm warrants that it and any subcontractor performing services under this contract, will register for and using the E-Verify system. Further, any subcontractor retained by the law firm to perform services under this contract must provide an affidavit stating that said subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Pursuant to Section 448.095(5), Florida Statutes, violations of Section 448.09, shall be grounds for immediate termination of any contract with the client as described therein.

15. The law firm shall provide status reports as requested by the client.

16. The client has read and fully understands this agreement and executes it voluntarily. By signing below, the individual executing this agreement on the client's behalf acknowledges and represents that he or she has full authority to enter into this agreement on behalf of the client.

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

Read, Approved, and Accepted as of the dates set forth below.

North Florida College Board of Trustees

Sniffen and Harmon, P.A.

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: Ricky Lyons, Chair

Name: Robert J. Sniffen, Esq.