



**FLOYD COUNTY BOARD OF EDUCATION**  
**Danny Adkins, Superintendent**  
**442 KY RT 550**  
**Eastern, KY 41622**  
**Telephone (606) 886-2354 Fax (606) 886-4550**  
**[www.floyd.kyschools.us](http://www.floyd.kyschools.us)**

**Sherry Robinson- Chair - District 5**  
**William Newsome, Jr., Vice-Chair - District 3**  
**Linda C. Gearheart, Member - District 1**  
**Dr. Chandra Varia, Member- District 2**  
**Rhonda Meade, Member - District 4**

**Date:** November 17, 2020

**Action/Discussion Item:** Consider/Approve and approve the contract for the Floyd County Schools Board Attorney.

**Applicable Statutes or Regulation:** BOE Policies 0.11 Powers and Duties of the Local Board of Education, 01.7 Board Attorney

**Background and major Policy Implications:** Board policy 01.7 allows for the employment of an attorney to advise and represent the board in legal matters.

**Fiscal Budgetary Impact:** Already budgeted in the general fund.

**Alternatives:** None proposed.

**Recommended Action:** To approve as presented.

**Contact Person:** Danny Adkins, Superintendent

  
\_\_\_\_\_  
Superintendent

## **LEGAL SERVICES AGREEMENT**

THIS CONTRACT entered into at Eastern, Floyd County, Kentucky, this \_\_\_\_ day of November, 2020, by and between the **FLOYD COUNTY BOARD OF EDUCATION**, whose address is 442 KY RT 550, Eastern, KY 41622, hereinafter known as the “Board” and **JOHN EARL HUNT and JOHN EARL HUNT LAW OFFICE**, whose address is P.O. Box 960, Allen, Kentucky 41601, hereinafter known as the “Attorney/Firm”.

### **W-I-T-N-E-S-S-E-T-H:**

WHEREAS, the Board desires the service of the Attorney/Firm for exclusive counsel and advise and representation of the Board, either in or out of Court, and in order that there will be no misunderstanding this Agreement is made.

Board Policy 01.7 provides in part that the Board of Education may employ an attorney to advise and represent the Board and the Superintendent and to communicate through the Superintendent on legal matters.

It is agreed by the parties hereto that Attorney John Earl Hunt/John Earl Hunt Law Office shall be the exclusive Attorney/Law Firm to provide counsel, advise, and represent the Board, in Court if necessary, in suits already pending, or in any new suit necessary to be filed relative to the Board’s business, and continue to represent the Board to the final determination of any controversies. The Board agrees that the Attorney/Firm shall provide legal services to the Board for a period of four (4) years, beginning November 23, 2020 through November 23, 2024. Any prior contract or the provisions thereof inconsistent with this agreement are deemed dissolved and no longer in effect.

The Board agrees, for the period of this contract, to pay the Attorney/Firm services at the rate of ONE HUNDRED THIRTY FIVE DOLLARS (\$135.00) per hour, other members of his firm at the hourly rate of ONE HUNDRED THIRTY FIVE DOLLARS (\$135.00) per hour, and with paralegal rate of FIFTY DOLLARS (\$50.00) per hour. Upon agreement of the parties this Agreement may be extended for additional periods consistent with Board Policy No. 01.7.

In addition the Board attorney, John Earl Hunt, shall have the authorization to engage outside counsel when necessary to avoid conflicts of interest and to provide legal assistance in areas requiring additional litigation expertise. Specifically the Board authorizes continued retention of Smith, Thompson & Kennedy for representation in the ongoing Elk Horn Coal litigation.

The Board further agrees that during the term of this Agreement to reimburse all necessary expenses paid out or incurred by the Attorney/Firm on behalf of the Board or on Board-related business matters.

FLOYD COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_  
SHERRY ROBINSON,  
Chairman

JOHN EARL HUNT,  
JOHN EARL HUNT LAW OFFICE

By: \_\_\_\_\_  
JOHN EARL HUNT

STATE OF KENTUCKY  
COUNTY OF FLOYD

Subscribed and sworn to before me by SHERRY ROBINSON, Chairman, Floyd County Board of Education, on this \_\_\_\_\_ day of November, 2020.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, KY, State-at-Large  
Notary Identification No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF FLOYD

Subscribed and sworn to before me by JOHN EARL HUNT, JOHN EARL HUNT LAW OFFICE, on this \_\_\_\_\_ day of November, 2020.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, KY, State-at-Large  
Notary Identification No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_