

May 5, 2024

Dr. Diane Hatchett, Superintendent
Berea Independent School Board
3 Pirate Parkway
Berea, KY 40403

Re: Contract for Legal Services with Teresa T. Combs of Fowler Bell PLLC

Dear Dr. Hatchett:

This agreement is between Berea Independent School Board and Teresa T. Combs of Fowler Bell PLLC. This letter sets forth our proposal, hereinafter referred to as “the Agreement” for representing the Berea Independent School Board for the next year, beginning July 1, 2024, and continuing through June 30, 2025. The last contract that was entered into was dated in 2023. If the terms are acceptable, please sign the last page of this letter agreement. Thank you for allowing us to represent you in the past.

1. **Fees.** One of the functions of a school board attorney is to attend school board meetings. There are regular meetings and some special meetings which require the presence of an attorney. Based upon past experience of the varying lengths of time of board meetings, I would propose, that as concerns regularly scheduled board meetings, my fee for attendance will be based on an hourly rate capped at \$700.00. Therefore, if travel time to and from and attendance at the board meetings is three hours, the board would be charged for three hours. However, if the meeting lasts for six hours, the board’s rate for my attendance at the meeting would be capped at four hours or \$700.00 for the actual time I spend at the board meeting, and actual travel time will also be charged. As concerns special board meetings, I would simply bill the time since many of these meetings are not as lengthy and are specialized; therefore, there would be no retainer so-to-speak for those board meetings. If they last one hour, you will get charged for travel time and one hour of meeting, which would normally be about two hours total for travel. If they last ten hours, we might adjust the bill just to cover that, but we have never had one that long in the years our firm has represented the board.

In addition to the attendance of board meetings, there is time spent doing research, handling potential litigation situations in courts, doing contract work, and telephone calls, texts, and emails back and forth between staff and/or board members and attorneys at my firm concerning issues that need answers. Concerning duties other than attendance at board meetings, I would propose the following rate schedule for attorneys and staff of my firm:

Member/Of Counsel	\$175.00 per hour
Associate	\$160.00 per hour
Paralegal	\$ 90.00 per hour
Clerk	\$ 70.00 per hour
Runner	\$ 50.00 per hour

These hourly rates would be charged for short regular board meetings, travel time, special board meetings and other work required.

2. **Costs.** In addition to our fees, our bills will include and you agree to pay us in advance, if requested by us, promptly as billed, all disbursements, which include all court costs, costs of subpoenas and summons, depositions, court reporters, reports, and all other costs, expenses and disbursements, including witness fees, photographs, photocopies, travel (transportation, lodging and meals), computerized legal research, postage, messenger and courier services, telephone and telefax charges, mileage at the federal mileage rate at that time, and all other out-of-pocket expenses directly incurred by us in investigation or handling of any matters for you (hereinafter referred to as "Disbursements"). FOWLER BELL PLLC may incur these Disbursements on your behalf without further authorization from you.

3. **Billings.** We submit statements for accrued fees and expenses on a monthly basis; these monthly statements generally will be prepared and mailed during the month immediately following the month in which services are rendered and/or expenses incurred.

No estimate of total fees or costs can be made by our firm, unless otherwise herein provided. FOWLER BELL PLLC is not required to seek payment of fees or costs from any person or entity other than you.

4. **Investigation.** FOWLER BELL PLLC is authorized to fully investigate the matters upon which it represents you. If after reasonable investigation thereof, should FOWLER BELL PLLC determine that it is not feasible, nor economical, nor ethically proper or advisable to proceed to prosecute such claim or pursue such matter, upon notification to you of such fact, we may withdraw from representation of you under this Agreement.

5. **Favorable Outcome Not Warranted.** We make no warranties nor guaranties regarding the results of any matters undertaken for you. All expressions relative thereto are a matter of attorney's opinion given in good faith. The fees and Disbursements as set out herein are to be paid by you regardless of the results accomplished.

6. **Ability to Assign Work to Other Law Firms.** FOWLER BELL PLLC is authorized to assign your legal work to other attorneys or firms in cases where our firm has a conflict of interest or legal work is needed in an area in which our attorneys do not have expertise.

7. **Governing Law and Jurisdiction.** This Agreement has been executed, delivered and accepted and will be deemed to have been made at Lexington, Kentucky, and this

Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky, and undersigned hereby agrees to the exclusive jurisdiction of any state or federal court located within Fayette County, Kentucky, and waives any objection based on forum non conveniens and any objection to venue of any action instituted hereunder.

8. **Binding Effect.** This Agreement shall be binding upon FOWLER BELL PLLC, its successors and assigns, and the undersigned, his/her/its/their heirs, executors, administrators and successors. The undersigned shall not assign his/her/its/their rights hereunder to any other party.
9. **Waiver, Consent or Amendment.** No waiver nor amendment nor modification hereof shall be binding upon FOWLER BELL PLLC, unless the same shall be granted in writing and signed by a fully authorized member of FOWLER BELL PLLC, which writing shall be strictly construed.
10. **Captions.** The several captions and sections hereof are inserted for convenience only and shall be ignored in interpreting the provisions hereof.
11. **Entirety of Agreement.** This Agreement contains the entire, complete and exclusive agreement of the parties pertaining to its subject matter and supersedes all prior written and oral agreements pertaining hereto.
12. **Severability.** The invalidity or unenforceability, whether in general or in any particular circumstances, of any provision of this Agreement shall not affect nor impair the validity or enforceability of such provision in any other circumstance, nor any other provision hereof or thereof. The parties hereto hereby agree that this Agreement shall be so interpreted to give effect and validity to all the provisions hereof to the fullest extent permitted by law.
13. **Execution.** To evidence your understanding and agreement to be bound by the foregoing terms, we require that you sign your name(s) on the line(s) provided on the original of this letter, date and return the same to us.

If you have any questions, do not hesitate to call me. We look forward to working with you.

Sincerely,

FOWLER BELL PLLC

/s/ Teresa. T. Combs
Teresa T. Combs

Dr. Diane Hatchett, Superintendent
Berea Independent School Board
May 5, 2024
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Please read and sign below and then return the signed original of this Letter Agreement to Teresa T. Combs at FOWLER BELL PLLC at the address appearing on the bottom of the first page of this letter or via email at tcombs@fowlerlaw.com.

(1)(We) acknowledge that (I) (we) have fully read and understand this Agreement before (I) (we) signed it; (I) (we) agree to the terms thereof and to be bound thereby; and (I) (we) acknowledge that (I) (we) have received and retained a copy of this Agreement.

BEREA INDEPENDENT BOARD OF EDUCATION

Date: _____

By: _____

Its: Chairperson