



School District of the City of Pontiac

Kelley Williams, Superintendent

PONTIAC BOARD OF EDUCATION Agenda Item Request Form

Purpose:	<input type="checkbox"/>	Discussion
	<input checked="" type="checkbox"/>	Action
	<input type="checkbox"/>	Report
Contract:	<input type="checkbox"/>	New
	<input checked="" type="checkbox"/>	Renewal
	<input type="checkbox"/>	Extension/ Modification
	<input type="checkbox"/>	
N/A		

Presenter(s): Kelley Williams, Superintendent

Attachment(s): Darryl K. Segars, PLLC – Legal Services Retainer Agreement

Board Meeting Date: June 19, 2017

Agenda Item: Legal Services Retainer Agreement with Darryl K. Segars, PLLC

Background/Rationale: Attorney Darryl K. Segars' law firm has provided professional legal consulting services to the Pontiac School District as the General Counsel since July, 2013. A complete list of responsibilities is included in the Agreement. The District will pay the Law Firm the sum of \$100,000.00 annually. In addition, the District is responsible for paying all out of pocket costs and expenses that the Law Firm incurs in representing the District.

The Terms of this agreement shall commence on July 1, 2017 and shall continue until June 30, 2018.

Funding Source/Account Number/s: 110-044-1232-0000-0000-3170

Recommendation: It is the Administration's recommendation that the Board of Education approve the professional services contract of Darryl K. Segars commencing on July 1, 2017 through June 30, 2018 under the terms and conditions contained within the Legal Services Retainer Agreement. The District will pay the Law Firm the sum of \$100,000.00 annually. In addition, the District is responsible for paying all out of pocket costs and expenses that the Law Firm incurs in representing the District.

Approvals Required:

<u>Kelley Williams</u> Superintendent	<u>6-15-17</u> Date	<u>Camen White</u> Human Resources	<u>6-15-17</u> Date
<u>[Signature]</u> Business and Finance	<u>15 June 2017</u> Date	<u>[Signature]</u> Curriculum & Instruction	<u>6-15-17</u> Date
<u>Darryl Segars</u> Legal Counsel	<u>6/15/17</u> Date		



School District of the City of Pontiac

Kelley Williams, Superintendent

Moved By: _____

Supported By: _____

Board Vote:

Ayes:

Nays:

Request Approved: Yes No

Date Approved: _____

LEGAL SERVICES RETAINER AGREEMENT

between

PONTIAC SCHOOL DISTRICT

and

DARRYL K. SEGARS, PLLC

Effective July 1, 2017

LEGAL SERVICES RETAINER AGREEMENT

THIS AGREEMENT made and entered into this _____ day of June, 2017, effective July 1, 2017 – June 30, 2018 by and between the Pontiac School District, a Michigan general powers schools district, hereinafter called the “District” or "Client" and Darryl K. Segars, PLLC, hereinafter called the “Law Firm ” or "General Counsel";

A. In July 2013, The District has appointed Darryl K. Segars of Darryl K. Segars, PLLC as its General Counsel to carry out such legally permissible duties and functions as the District may from time to time direct;

B. Effective June 2014, the General Counsel's duties have increased significantly in light of the District's new insurance/self-insured program;

NOW, THEREFORE, the parties hereto agree as follows:

1. General Counsel will furnish, as an example, to the District the following legal services:
 - (a) Attendance at all meetings of the Board of Education and the Superintendent's Cabinet, unless excused by the Superintendent and/or Board President;
 - (b) Rendering of legal opinions to the District;
 - (c) Preparation and drafting of Board resolutions and BAIRS as directed;
 - (d) Keeping the District informed of changes in the law which might affect the District;
 - (e) Advising the District on all legal issues related to compliance with the September 18, 2013, Consent Agreement between the District and the Michigan Departments of Treasury and Education (hereinafter "the 2013 PSD Consent Agreement");
 - (f) Devising and implementing strategies to reduce the District's overall risk and legal costs;
 - (g) Managing and directing all outside special legal counsel providing legal services to the District;
 - (h) Managing public inquiries (FOIA);
 - (i) Coordinating negotiations relating to contracts, real property acquisition and disposition;
 - (j) Providing legal direction and guidance on risk-management-related matters or claims;
 - (k) Representing the District in litigation matters as and to the extent requested by the Superintendent and/or the Board of Education in writing; and

- (l) Such other and further legal services as mutually agreed to between the District's Superintendent and the Law Firm;

2. The District agrees to pay the Law Firm the sum of \$100,000.00 annually, said sum to be paid in equal monthly intervals of \$8,333.00 for the work enumerated in paragraph 1; the first payment of which shall be made upon the execution of this agreement. In addition to paying fees for services, Client is responsible for and agrees to pay all out of pocket costs and expenses that Law Firm incurs in representing Client. These costs and expenses include filing fees and other court costs, costs for expedited mailing, fees for Lexis, Westlaw and/or ICLE computer-assisted legal research tools; fees for witnesses and costs for depositions and transcripts; expenses for investigation on any claim(s); costs for reproducing documents; expenses for travel, including mileage; costs for attendance at any District-related seminar/conference; membership fees to the Michigan Council of School Attorneys and the National Council of School Attorneys (NCSA); registration, travel, lodging and meal expenses associated with the attendance by Attorneys to at least two (2) school law continuing legal education seminars per year, up to and including the annual NCSA conference. When the Law Firm seeks reimbursement for an expense hereunder, same will be invoiced with any given monthly invoice submitted to the District.

3. The District and the Law Firm agree and understand that there are many other additional legal services which may have to be performed from time to time by General Counsel, including serving as the District's Coordinating Officer, Title IX Officer or 504 Officer, attending District-related meetings after business hours (excluding 2 regular Board of Education meetings per month), and handling litigation matters (which would include arbitrations, MERC hearings, matters falling within the scope of claims covered by the District's insurance program with Alliant (or its successor), and other "litigation-type" proceedings). The term "litigation matters" includes contested proceedings in state or federal courts or administrative agencies, and non-labor/employment arbitration proceedings. Additional Legal Services, if any, would be billed at a \$145 hourly rate; said litigation expense in any given fiscal year shall not exceed \$30,000. The parties may, but are not obligated to, revisit the terms of payment enumerated in this Paragraph 3 should the \$30,000.00 threshold be reached. The parties will negotiate other payment schedules and rates in the event of special circumstances outside the day to day operations of the District. The District agrees to pay on a monthly basis for the services enumerated in this Paragraph 3. In further regard to the services enumerated in this Paragraph 3, the Law Firm agrees to provide the District with full detailed monthly billing, which includes a detailed description of the service provided, the date the service was provided, the amount of time expended (broken into tenths of an hour), the hourly rate charge, and the attorney providing the service. The Law Firm's modern technological capabilities allow it to design billing formats and protocols appropriate to the District's specific needs. Client agrees to pay all Law Firm invoices within fourteen (14) days of presentment by Law Firm.

4. When it is necessary for the District to retain special legal counsel to handle a matter in which the District has an interest or to assist General Counsel, the District shall, after recommendation of General Counsel, retain such legal counsel from the list of District-approved law firms as it determines to be in the best interest of the District.

5. The parties recognize and agree that, by virtue of this Agreement, neither attorney Darryl K. Segars, nor any employee of the Darryl K. Segars PLLC law firm, is an employee of the District, but that rather that attorney Darryl K. Segars, employees of the Darryl K. Segars PLLC law firm, and the Darryl K. Segars PLLC law firm are being retained as independent contractors of the District. As such, they are not entitled to any benefits whatsoever that may be provided by the District to the District's employees. In addition, Segars shall be responsible for paying all applicable taxes and fees, including but not limited to federal, state and local income taxes, payroll and withholding taxes, unemployment taxes, and workers' compensation payments, for its employees, and shall indemnify and hold the District harmless for all claims arising under such taxes and fee

6. In performing its duties under this Agreement, Law Firm shall at all times perform in accordance with the requirements of the Michigan Rules of Professional Conduct.

7. This Agreement constitutes the full understanding of the parties, supersedes any previous understandings or agreements relating to the subject matter of this Agreement, and is the only agreement concerning the subject matter of this Agreement. This Agreement may be modified only in writing signed by authorized representatives of the District and the Law Firm.

8. Subject to Section 12 of the 2013 PSD Consent Agreement dated 9/18/2013, this Agreement is subject to termination by either party upon 30 days' written notice. If the Agreement is not modified or terminated upon expiration, it shall be extended on a month-to-month basis.

The parties have executed this Agreement on the date indicated in it.

PONTIAC SCHOOL DISTRICT

By: _____

Kelley Williams

Its: Superintendent

DARRYL K. SEGARS, PLLC

Darryl K. Segars, Esq., Owner/Member