

**CONTRACTUAL AGREEMENT
FOR PROFESSIONAL SERVICES-OUTSIDE COUNSEL**

THIS AGREEMENT between the Suwannee County School Board, 702 2nd St. NW, Live Oak, FL 32064 ("Board") and Sniffen and Spellman, P.A. 123 North Monroe Street, Tallahassee, Florida 32301 ("Counsel"), is for the purpose of:

Providing continuing legal representation and counsel to the Superintendent and the Board in personnel and special education matters, including due process hearings, and any other matters approved by the Board's General Counsel, Leonard J. Dietzen.

Lead counsel and partner fees will be billed at a discounted rate of \$165.00 per hour; associates will be billed at \$150.00 per hour; and paralegal/law clerk services will be billed at \$60.00 per hour. Travel time, if any, will be billed at 50% of the reduced hourly rates.

Statements for services and costs shall be submitted on or before 15 days following the month for which services are charged. Statements for outside costs shall be submitted as received by Counsel. Statements shall be submitted to Superintendent Ted L. Roush at 702 2nd Street NW, Live Oak FL, 32064, for review and approval for payment.

Counsel shall provide status reports as requested and as otherwise deemed necessary by counsel and/or the Board's General Counsel.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above-described parties covenant and agree as follows:

1. This Agreement shall begin on the date of signing and shall remain in full force and effect until terminated by either party upon 30 days notice.
2. No charges may be invoiced, and no payment may be made for any services provided outside the scope of or period of this Agreement.
3. This Agreement may be canceled by mutual consent of both parties.
4. Anything, by whatsoever designation it may be known, that is produced by, or developed in connection with this Agreement shall become the exclusive property of the Superintendent or the Board and may be copyrighted, patented, or otherwise restricted as provided by Florida Statutes or by the Board. Neither Counsel nor any individual employed under this Agreement shall have any proprietary interest in the products.
5. This Agreement may be changed or modified only by an amendment executed in the same fashion as the original.
6. The Board further agrees as follows:

(a) To cooperate in all matters requiring concurrence or approval in order that the Counsel will not be unduly delayed in performing any acts required in the course of representing the Superintendent or the Board.

(b) To designate a Contract Administrator to act for the Board in all matters pertaining to this Agreement and to accept and approve all reports, drafts, products and invoices. The Contract Administrator for this agreement shall be Ted L. Roush.

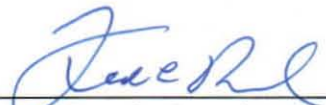
(c) Counsel shall be compensated as stated, above plus reasonable expenses for travel to Suwannee County, to include transportation, hotel and meals, for preparation of presentation materials, courier service (FedEx, UPS, etc.), long distance telephone tolls, copy expense, and other like and reasonable expenses. Receipts shall be required for all third party charges.

7. Total billing, including reimbursable expenses, shall not exceed \$50,000.00 without further approval.

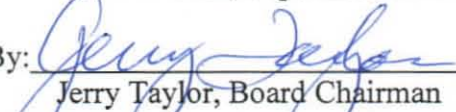
IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seals on May 23, 2017.

SUWANNEE COUNTY SCHOOL BOARD


SNIFFEN & SPELLMAN, P.A.

By: 
Ted L. Roush, Superintendent

By: 
Michael P. Spellman, Esq.

By: 
Jerry Taylor, Board Chairman

Dated: May 23, 2017


Dated: May 1, 2017

"Approved as to Form and Sufficiency

BY 

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"