

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

THIS AGREEMENT between The School Board of Hamilton County, Florida (“Board”) and Resolutions in Special Education, Inc. (“RISE, Inc.”) with an office in Naples, Florida at 10661 Airport Pulling Road, Suite #13, Naples, Florida 34109, is for the purpose of:

Providing continuing legal representation and counsel to the Board in special education matters, including due process hearings, and any other matters approved by the Board’s General Counsel, James Estes Willingham, Jr.

Kevin W. Pendley, who is RISE, Inc.’s Florida Bar member, will serve as lead counsel and will be billed at a rate of \$190.00 per hour. Any paralegal/law clerk services will be billed at \$75.00 per hour. Travel time, if any, will be billed at 50% of the hourly rates. In addition to these hourly rates, other contract attorneys or paralegals may need to be used or hired at reasonable hourly rates, depending upon their experience.

The Board will also be responsible for the cost of all out-of-pocket disbursements, including travel expenses, scanning or redaction of documents, photocopying, actual long distance telephone charges charged by the telephone company to RISE, Inc., facsimile charges, delivery/courier services, etc.

All fees and costs will be billed on a monthly line-item basis, at the end of each month, with a description of the services rendered and the time involved. Time will be billed in increments of 1/10th of an hour. Statements for services and costs shall be submitted to Board’s General Counsel, James Estes Willingham, Jr., 1235 NW US Highway 129, Jasper, Florida 32052, for timely review and approval for payment.

RISE, Inc. shall provide status reports as requested and as otherwise deemed necessary by Mr. Pendley 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 to the other party.
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, except those already rendered for consulting services provided by RISE, Inc. pursuant to previous consulting agreements made prior to the effective date of this new Agreement.
3. 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 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.

4. At the conclusion of any matter that has resulted in formal litigation, RISE, Inc. will retain its legal files for a period of one year after the file regarding the matter is closed. At the expiration of this period, RISE, Inc. will, after obtaining Board Counsel's consent, destroy its files (knowing that school districts retain copies of student records for many years), unless Board Counsel directs that the records be transferred to the Board pursuant to Florida's public records retention law. If so directed, RISE, Inc. will prepare and forward those files to the Board or its representative at no charge.
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 to cooperate in all matters requiring concurrence or approval in order that Counsel will not be unduly delayed in performing any acts required in the course of representing the Board.

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

Thomas P. Moffses, Jr., Superintendent
Date: _____



For RISE, Inc. Owner
Date: August 9, 2016

Gary Godwin, School Board Chairman
Date: _____