

**AMENDMENT NO. 2 TO CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND THE LAW FIRM OF FISH & RICHARDSON P.C.
FOR LEGAL SERVICES**

THIS AMENDMENT dated November 30, 2005, is made to the Agreement dated March 21, 2005, by and between The School Board of Palm Beach County, Florida ("School Board") and the Law Firm of Fish & Richardson P.C. ("Legal Advisor") for Legal Services.

WHEREAS, School Board and Legal Advisor entered into a contract for legal services on March 21, 2005;

WHEREAS, the parties mutually agree to amend the Contract;

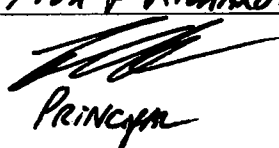
NOW, THEREFORE, The School Board and Legal Advisor agree as follows:

1. Paragraph 6 of the Contract is hereby amended as follows:
Legal Advisor's maximum payment shall be an additional \$50,000 for the term of this contract.
2. Legal Advisor's maximum hourly rate shall be increased to \$480.00 beginning January 1, 2006.
3. It is understood and agreed that the terms of this Amendment supersede the terms of the Agreement.

IN WITNESS WHEREOF, This Amendment has been executed on the ____ day of _____, 2005.

Fish & Richardson P.C.
Legal Advisor

For The School Board of Palm Beach County, FL

By: Fish & Richardson P.C.

Principal

Thomas E. Lynch, Chairperson

Arthur C. Johnson, PhD., Superintendent

Date: _____

Reviewed and Approved – Office of Chief Counsel

By: Blair [Signature]

Date: 11/3/05

Memorandum

To Blair LittleJohn
From Edwin N. Lavergne
Date November 2, 2005
Re Budget Estimate: EBS Spectrum Matters

This responds to your request for an estimate of legal fees that may be incurred by the School District of Palm Beach County in connection with Educational Broadband Service ("EBS") matters for the remainder of 2005.

- 1. Continue work on assessment of current situation at FCC.** Review pleadings, applications, petitions, motions, settlement agreements and related documents filed at the FCC which affect the School District's channels in order to assess possible outcomes and evaluate proposals likely to be put forward by Sprint, BellSouth, and other interested parties to resolve pending FCC issues. Meetings and conference calls, as necessary, with Evan Carb (former counsel to the School District) and Jennifer Richter (counsel to Sprint) concerning pending matters at the FCC. **\$15,000 - \$25,000.**
- 2. Ongoing FCC Matters.** Review and analysis of newly filed petitions, motions, settlement agreements, and related documents at the FCC. Preparation of responsive pleadings and other documents as needed (*e.g.*, Broward letter of understanding, withdrawal of petition for reconsideration, H group assignment application, etc.). **\$5,000 - \$20,000.**
- 3. Termination of Existing Agreement.** Reply to Sprint response (if response is received) to termination letters sent by School District in September 2005 concerning Excess Capacity Airtime Lease Agreement and Market Settlement Agreement. **\$0 - \$15,000.**

The total estimated fees for the above tasks are \$20,000 - \$60,000. Requested increase in legal budget to cover these matters is \$50,000. Please keep in mind that this is only an estimate. Actual fees may be higher or lower depending on actions that are taken by Sprint and other factors beyond our control. Please let me know if you have any questions or need further details on any of these points.

**AMENDMENT NO. 1 TO CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND THE LAW FIRM OF FISH & RICHARDSON P.C.
FOR LEGAL SERVICES**

THIS AMENDMENT dated _____, ____, 2005, is made to the Agreement dated March 21, 2005, by and between The School Board of Palm Beach County, Florida ("School Board") and the Law Firm of Fish & Richardson P.C. ("Legal Advisor") for Legal Services.

WHEREAS, School Board and Legal Advisor entered into a contract for legal services on March 21, 2005;

WHEREAS, the parties mutually agree to amend the Contract;

NOW, THEREFORE, The School Board and Legal Advisor agree as follows:

1. Paragraph 6 of the Contract is hereby amended as follows:

Legal Advisor's maximum payment shall be an additional \$75,000 for the term of this contract.

2. It is understood and agreed that the terms of this Amendment supercede the terms of the Agreement.

IN WITNESS WHEREOF, This Amendment has been executed on the ____ day of _____, 2005.

Fish and Richardson P.C.
Legal Advisor

By: [Signature]
Principal

For The School Board of Palm Beach County, FL

[Signature]
Thomas E. Lynch, Chairperson

[Signature]
Arthur C. Johnson, PhD., Superintendent

Date: 6/29/05

Reviewed and Approved - Office of Chief Counsel

By: [Signature] 5/27/05

Date: _____

**CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND THE LAW FIRM OF FISH & RICHARDSON P.C. FOR
LEGAL SERVICES**

THIS CONTRACT entered into this 2/sr day of March 2005, by and between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA (hereinafter referred to as the "Board"), which is the governing body of the School District of Palm Beach County Florida, and Fish & Richardson P.C. (hereinafter referred to as "Legal Advisor"),

1. **CONTRACT.** This Contract shall commence on March 31, 2005 and shall remain effective until March 31, 2006 with an option to extend as agreed upon in writing by both parties or until the Contract services exceed \$10,000.

2. **PROFESSIONAL SERVICES AND RESPONSIBILITIES OF THE LEGAL ADVISOR.** Legal Advisor shall serve as an independent contractor for the Board servicing in the following areas: Please see attached Exhibit "A", Scope of Services.

3. **EVALUATION OF SERVICES.** The services provided by the Legal Advisor will be measured by the Consultant's completing the tasks as described in Exhibit "A".

4. **INDEPENDENT CONTRACTOR.** The parties understand and agree that the services to be provided by Legal Advisor will be performed primarily by Edwin Lavergne, Esquire, , and that the relationship between the Board and Legal Advisor will not be that of an employer and employee. The Board shall at all times be obligated to the Legal Advisor for payment of fees and reimbursement of expenses under the conditions outlined below.

5. **COMPENSATION.** For services performed by the Legal Advisor as outlined in this Contract through March 31, 2006 the Board agrees to pay the Legal Advisor an hourly rate of \$450.00. Edwin Lavergne, Esquire, may be assisted by other attorneys and paralegals in his firm whose rates range from \$180 - \$625 per hour. Any hourly fee in excess of the \$450 hourly rate must have prior School Board approval. This Contract shall only provide for the reimbursement of reasonable travel expenses if expressly authorized in advance by the Board, and only to the extent that the cumulative total of hourly fees and travel expenses do not exceed \$10,000.

a. The Legal Advisor will be paid for services and expenses on a monthly basis.

b. Because the Legal Advisor is not Board's employee, Legal Advisor is responsible for paying all required State and Federal taxes. More specifically, Board will not withhold FICA (Social Security) from Legal Advisor's payments; Board will not make State or Federal unemployment insurance contributions on behalf of Legal Advisor; Board will not withhold State or Federal income tax from payments made to Legal Advisor; Board will not make disability insurance contributions on behalf of Legal Advisor; and Board will not obtain Workers' Compensation Insurance on behalf of Legal Advisor.

6. **MAXIMUM FEES AND EXPENSES TO BE PAID TO LEGAL ADVISOR.** Legal Advisor's maximum payments shall be \$10,000 for the term of this Contract.

7. **BOARD'S RESPONSIBILITIES.** The Board shall assist Legal Advisor by placing at Legal Advisor's disposal all information available to Board, which is pertinent to Legal Advisor's duties. Board shall arrange for access to and make all provisions for Legal Advisor to enter upon District property as required for Legal Advisor to perform his services.

8. **RECORDS.** Legal Advisor shall keep such records and accounts as may be necessary in order to complete the Legal Advisor's duties and to obtain reimbursement for any expenses for which Legal Advisor expects to be reimbursed. Legal Advisor shall keep all books and records, which are considered public records in accordance with Chapter 119, Fla. Stat.

9. **TERMS AND CONDITIONS.**

a. Termination – The Legal Advisor shall have the option to terminate the Contract upon written notice to the Superintendent or his designee. Such notice must be received at least ten (10) days prior to the effective date of termination, unless Legal Advisor has been appointed to a governmental position that requires his services in less than ten (10) days. The Board shall have the option to terminate the Contract upon written notice to the Legal Advisor. Such notice shall be received at least ten (10) days prior to the effective date of termination. Earlier termination dates may be established by mutual consent of both parties.

b. This Contract cannot be assigned, nor can any one other than Legal Advisor perform the services required under this Contract, unless expressly authorized by this contract or otherwise approved in writing by both parties.

c. Conflict of Interest – Except as disclosed in Legal Advisor's letter to the Board dated March 21, 2005, attached as Exhibit B, Legal Advisor represents that he presently has no interest and shall acquire no interest, either direct or indirect, which will conflict in any way with the performance of services required hereunder as provided for either in Section

112.311, Fla. Stat. or in the rules governing the Florida Bar. Similarly, the Legal Advisor represents that he shall not employ any person having a conflict of interest to assist him in the performance of the services to be provided pursuant to this Contract. The Legal Advisor shall promptly notify the Board in writing of all potential conflicts of interest owing to any perspective business association, interest or other circumstance that may influence or appear to influence the Legal Advisor's judgment or the quality of services provided by Legal Advisor pursuant to this Contract. Such written notification shall identify the perspective, the business association, interest or circumstances, and the nature of the work that the Legal Advisor might undertake. Said notification shall request an opinion of the Board as to whether the association, interest or circumstances would, in the opinion of the Board, constitute a conflict of interest. The Board agrees to notify the Legal Advisor of its opinion within twenty (20) days of its receipt of notification by the Legal Advisor. If, in the opinion of the Board, the prospective business association, interest or circumstances would not constitute a conflict of interest, the Board shall so state in the notification, and the Legal Advisor shall have the option of entering into said association, interest or circumstances as he deems appropriate.

d. Legal Advisor shall report to Chief Legal Counsel.

e. Entire Contract – This Contract, including all exhibits hereto, constitutes the entire Contract between the Board and the Legal Advisor with respect to the subject matter hereof, and it supersedes all other oral or written understandings or contracts relating to the subject matter hereof. This Contract may not be amended except in writing signed by both parties.


10. **SEVERABILITY.** In the event that any term, part or provision of this Contract is found to be illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term, part or provision held to be invalid.

11. **LAW AND VENUE.** This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County, Florida.

12. **STRICT PERFORMANCE.** The failure of either party to insist on strict performance of any covenant or condition herein shall not be construed as a waiver of such covenants or conditions in any instance.

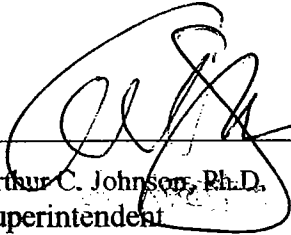
IN WITNESS WHEREOF, This Contract has been executed on the 21st day of March, 2005.

Fish & Richardson P.C.
Legal Advisor

By: 
Edwin N. LAVERNE,
Principal

Reviewed and Approved by:
Blair Little 3/29/05

SCHOOL BOARD OF PALM BEACH COUNTY, FL

By: 
Arthur C. Johnson, Ph.D.
Superintendent

SCOPE OF SERVICES

Phase 1

Legal Advisor shall provide regulatory and transactional advice to the School District with respect to Educational Broadband Service (“EBS”) Spectrum lease negotiations with Sprint.

Legal Advisor shall not be responsible for monitoring or maintaining the School District’s licenses or otherwise tracking filing deadlines for the School District.

FISH & RICHARDSON P.C.

EXHIBIT B

1425 K STREET, N.W.
11TH FLOOR
WASHINGTON, DC 20005

Frederick P. Fish
1855-1930

W.K. Richardson
1859-1951

March 21, 2005

Telephone
202 783-5070

Facsimile
202 783-2331

Web Site
www.fr.com

VIA FIRST CLASS MAIL

Blair LittleJohn
Sr. Counsel
School District of Palm Beach County
3318 Forest Hill Boulevard
Suite C-302
West Palm Beach, FL 33406



AUSTIN
BOSTON
DALLAS
DELAWARE
NEW YORK
SAN DIEGO
SILICON VALLEY
TWIN CITIES
WASHINGTON, DC

Re: Sprint Waiver

Dear Mr. LittleJohn

The School District of Palm Beach County ("School District") has retained Fish & Richardson P.C. (the "Firm") to represent it with respect to certain regulatory and contractual matters concerning the School District's Educational Broadband Service ("EBS") licenses in which Sprint Corporation and its affiliates ("Sprint") may be adverse to the School District ("EBS Matters").

The Firm represents Sprint in certain commercial litigation matters involving Sprint's rights to install wireless communications facilities in California municipalities and claims arising from the marketing of features sold with Sprint PCS equipment in California ("Commercial Litigation Matters"). In addition, from time to time, the Firm may be asked by Sprint to take on other matters in California or to represent Sprint with respect to intellectual property matters ("Sprint Matters"). The Commercial Litigation Matters are unrelated to EBS Matters, and the Firm will not take on any Sprint Matters unless they are also unrelated to the EBS Matters.

Please be assured that the Firm attorneys who are involved in the Commercial Litigation Matters and Sprint Matters will not be involved in any aspects of the EBS Matters. Moreover, the Firm attorneys who will be involved in the representation of the School District in EBS Matters will not be involved in any aspects of representing Sprint in Commercial Litigation Matters. In addition, the Firm attorneys involved in the representation of Sprint will not have access to information relating to the School District, and the Firm attorneys involved in the representation of the School District will not have access to information relating to the representation of Sprint.

FISH & RICHARDSON P.C.

Letter to Blair LittleJohn
March 21, 2005
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Please indicate the School District's assent to the foregoing by having an authorized representative sign below and return an original signed copy of this letter to me. Thank you.

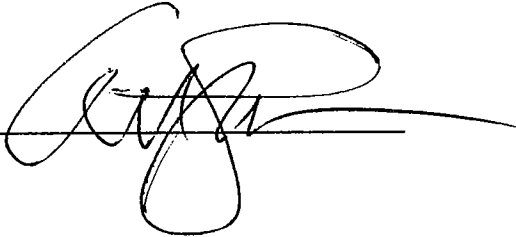
Sincerely yours,



Edwin N. Lavergne

READ, AGREED AND ACCEPTED:

By:
Title:



Approved As To Form
And Legal Sufficiency:

Blair Little 3/29/05