

**CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND THE LAW FIRM OF RJG LAW, LLC
FOR LEGAL SERVICES**

THIS CONTRACT entered into this ____ day of September 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 RJG Law LLC (hereinafter referred to as "Legal Advisor"),

1. **CONTRACT.** This Contract shall commence on September ____, 2005 and shall remain effective until November 30, 2005 with an option to extend as agreed upon in writing by both parties or until the Contract services exceed \$19,000.

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 Legal Advisor'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 Evan Carb, 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 November 30, 2005 the Board agrees to pay the Legal Advisor an hourly rate of \$225. The attorney's hourly rates for other attorneys and/or paralegals are as follows: Rudolph Geist, Esq. \$235; Loretta Garcia, Esq. \$200 and Norman Liu, Paralegal \$100. Secretarial staff will not be paid overtime. 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 \$19,000.

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 \$19,000 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 – The 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 30th day of August, 2005.

RJG Law, LLC

By:  _____

Date: 8/30/05 _____

School Board of Palm Beach County, FL

By: _____

Thomas E. Lynch, Chairperson

Date: _____

By: _____

Arthur C. Johnson, PhD., Superintendent

Date: _____

Approved as to form and legal sufficiency

By:  _____

Date: 9/1/05 _____

SCOPE OF SERVICES

RJG Law specializes in FCC regulatory practice and has particular expertise in matters concerning the Instructional Television Fixed Service ("ITFS"), the commercial wireless industry, and the nature of leases and historical matters specific to the Palm Beach market and the School Board's stations and FCC applications. It is contemplated that RJG Law will provide assistance in connection with the following matters related to the School Board's FCC licensed facilities:

1. Assistance with performance and breach issues concerning the existing Sprint lease of excess airtime capacity on the School Board's ITFS channels.
2. Assistance with local, state and federal regulatory licensing and compliance matters affecting the School Board's FCC licensed communications spectrum.
3. Assistance with the identification of potential educational or commercial lease or partnership options for the School Board's FCC licensed communications spectrum and assistance with legal matters such as negotiation of contracts related thereto.