

**AMENDMENT NO. 3 TO PHASE TWO CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND THE LAW FIRM OF SHAPIRO SHER GUINOT & SANDLER
FOR LEGAL SERVICES**

THIS AMENDMENT NO. 3 (“Amendment No. 3”) dated this _____ day of _____, 2006, is made to the Phase Two Contract between The School Board of Palm Beach County, Florida and The Law Firm of Shapiro, Sher, Guinot & Sandler (the “Phase Two Contract”), which was approved by The School Board of Palm Beach County, Florida (“School Board”) on January 12, 2004.

The School Board and The Law Firm of Shapiro, Sher, Guinot & Sandler (“Legal Advisor”) agree:

1. Pursuant to paragraph 1 of the Phase Two Contract, The School Board and the Legal Advisor hereby exercise the option to extend the Phase Two Contract through June 29, 2006, or until the Legal Adviser, by and through Franklin Lee, has fully and completely performed each of the Tasks set forth in paragraph 2 herein or until the cost to the School Board for Legal Advisor’s performance of such Tasks reaches an additional \$15,000.00.

2. The Tasks to be performed by the Legal Advisor pursuant to this Amendment No. 3 are as follows:

TASK

1. Development of SBE Procedures

2. Procurement Reforms

DELIVERABLES

Detailed review and comment on draft procedures to establish and implement programs consistent with revised Policy No. 6.143 and study findings.

Draft of proposed edits to existing statutes and administrative procedures consistent with study recommendations re: procurement reforms (e.g., dollar thresholds for bonding, contract specification review procedures, etc.)

3. Paragraph 6 of the Phase Two Contract is hereby amended as follows:

Legal Advisor's maximum payment shall be an additional \$15,000.00 for the term of this Amendment No. 3. Legal Advisor shall render services hereunder at an hourly rate not to exceed \$275.00 per hour.

4. Except as specifically stated in this Amendment No. 3, the Phase Two Contract is not modified, revoked, or superseded and shall remain in full force and effect.

IN WITNESS WHEREOF, This Contract has been executed on the _____ day of _____, 2006.

SHAPIRO SHER GUINOT & SANDLER
Legal Advisor

SCHOOL BOARD OF PALM BEACH CO.,
FLORIDA

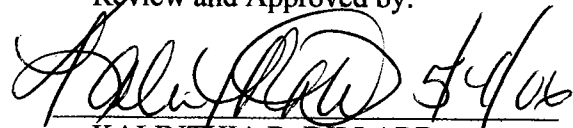
By: _____
WILLIAM E. CARLSON
President and CEO

By: _____
THOMAS E. LYNCH
Chairman of the Board

Attest:

By: _____
ARTHUR C. JOHNSON, Ph.D.
Superintendent of Schools

Review and Approved by:



KALINTHIA R. DILLARD
Associate Counsel

**AMENDMENT NO. 2 TO PHASE TWO CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND THE LAW FIRM OF SHAPIRO SHER GUINOT & SANDLER
FOR LEGAL SERVICES**

THIS AMENDMENT NO. 2 dated July 20, 2005 ("Amendment") is made to the Agreement dated January 2004 between The School Board of Palm Beach County, Florida ("School Board"), and The Law Firm of Shapiro, Sher, Guinot & Sandler ("Legal Advisor"), School Board and Legal Advisor agree as follows:

1. Pursuant to paragraph 1, the parties hereby exercise the option to renew the contract through November 30, 2005, or until the contract services reach an additional \$45,000. The Scope of Work is attached as Exhibit "A".

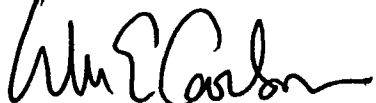
2. Paragraph 6 is hereby amended as follows:

Legal Advisor's maximum payment shall be an additional \$45,000 for the term of this Amendment.


3. Except as specifically stated in this Amendment No. 2, the Agreement is not modified, revoked or superseded and remains in full force and effect.

IN WITNESS WHEREOF, This Contract has been executed on the 20th day of July, 2005.

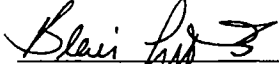
SHAPIRO SHER GUINOT & SANDLER, P.A.
Legal Advisor

By: 
WILLIAM E. CARLSON
President and CEO

SCHOOL BOARD OF PALM BEACH CO.,
FLORIDA

By: 
THOMAS E. LYNCH
Chairman of the Board

Reviewed and Approved by:

for 
KIMBERLY M. HALL
Associate Counsel

Attest:


By: 
ARTHUR C. JOHNSON, Ph.D.
Superintendent of Schools

EXHIBIT A

ADDITIONAL SCOPE OF WORK & BUDGET FOR FRANKLIN LEE

<u>TASKS</u>	<u>DELIVERABLES</u>
1. Development of M/WBE Program	Detailed review and comment on draft procedures to establish and implement programs consistent with revised Policy No. 6.143 and study findings.
2. Oversight of Supplemental Research	Drafting of scope of work for contract addendum for supplemental research by D. J. Miller & Associates to bolster M/WBE program analysis and factual predicate; oversight and review of completed supplemental study methodology and analysis.
3. Commercial Non-discrimination Policy	Initial draft of model commercial non-discrimination policy to be modified and adapted by Board's Chief Counsel Office; review of final policy.
4. Procurement Reforms	Draft of proposed edits to existing statutes and administrative procedures consistent with Study recommendations re: procurement reforms (e.g., dollar thresholds for bonding, contract specification review procedures, etc.)

Projected Hours:	<u>160</u>
Hourly Rate:	<u>\$ 275</u>
Total Fees:	<u>\$44,000</u>
Reimbursable Expenses / Travel:	<u>\$ 800</u>

TOTAL PROPOSED ADDITIONAL BUDGET: \$44,800

**AMENDMENT NO. 1 TO PHASE TWO CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND THE LAW FIRM OF SHAPIRO SHER GUINOT & SANDLER FOR
LEGAL SERVICES**


THIS AMENDMENT NO. 1 dated December 20, 2004 ("Amendment") is made to the Agreement dated January 2004 between The School Board of Palm Beach County, Florida ("School Board"), and The Law Firm of Shapiro, Sher, Guinot & Sandler ("Legal Advisor"),

School Board and Legal Advisor agree as follows:

1. Pursuant to paragraph 1, the parties hereby exercise the option to renew the contract through February 28, 2005, or until the contract services reach a total of \$84,000.
2. Except as specifically stated in this Amendment No. 1, the Agreement is not modified, revoked or superseded and remains in full force and effect.

IN WITNESS WHEREOF, This Contract has been executed on the 20th day of December, 2004.

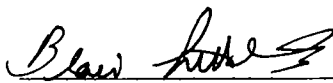
SHAPIRO SHER GUINOT & SANDLER
Legal Advisor

By: 
WILLIAM E. CARLSON 12/21/04
President and CEO

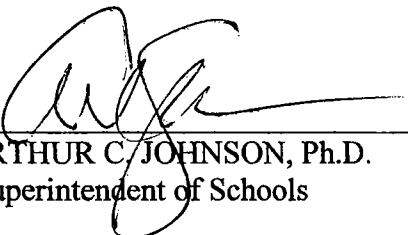
SCHOOL BOARD OF PALM BEACH CO.,
FLORIDA

By: 
THOMAS E. LYNCH
Chairman of the Board

Reviewed and Approved by:

For 
KIMBERLY M. HALL
Associate Counsel

Attest:

By: 
ARTHUR C. JOHNSON, Ph.D.
Superintendent of Schools

11/12/04

**PHASE TWO CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND THE LAW FIRM OF SHAPIRO SHER GUINOT & SANDLER FOR
LEGAL SERVICES**

THIS CONTRACT entered into this ____ day of January 2004, 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 THE LAW FIRM OF SHAPIRO SHER GUINOT & SANDLER (hereinafter referred to as "Legal Advisor"),

1. **CONTRACT.** This Contract shall commence on February 1, 2004 or earlier upon expiration of contracts funds dated November 30, 2004, and shall remain effective until June 30, 2004, with an option to extend as agreed upon in writing by both parties or until the Contract services reach \$35,000.

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 success in reviewing and suggesting revisions to the Board's MWBE policy.

4. **INDEPENDENT CONTRACTOR.** The parties understand and agree that the services to be provided by Legal Advisor will be performed exclusively by Franklin M. Lee, Esquire, unless otherwise authorized expressly by the Board, 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 June 30, 2004, the Board agrees to pay the Legal Advisor an hourly rate of \$225. 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 \$35,000.

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 \$35,000 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 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 the Board.

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 ____ day of _____, 2004.

SHAPIRO SHER GUINOT & SANDLER
Legal Advisor

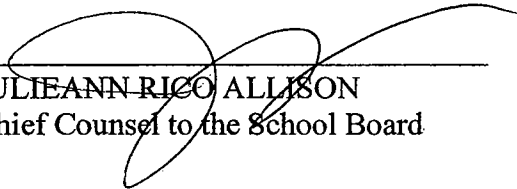
SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA

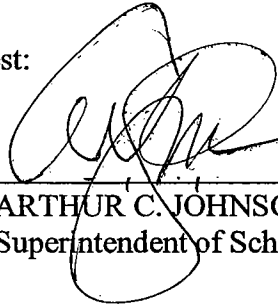

By: 
WILLIAM E. CARLSON
President and CEO

By: 
THOMAS E. LYNCH
Chairman of the Board

Reviewed and Approved by:

Attest:


JULIEANN RIGO ALLISON
Chief Counsel to the School Board

Attest: 
By: 
ARTHUR C. JOHNSON, Ph.D.
Superintendent of Schools

SCOPE OF SERVICES

Phase Two

- 1) Legal Advisor shall review and suggest revisions to the first draft of the School District's revised MWBE goals and policy to ensure compliance with Federal and State law.
- 2) Legal Advisor shall review policy and data gathering method (CHAMP software) to determine whether the data gathering method is legally sufficient.
- 3) Legal Advisor shall, upon request by the Chief Counsel, provide legal advice and opinions as to the legal criteria and standards governing MWBE goals and policies.
- 4) Continue to provide and complete all services required in Agreement Number One.
- 5) Provide at request of Chief Counsel Legal Opinions as to legal sufficiency of the proposed and final policy as well as any other Legal Opinions to be added through Chief Counsel as requested by the Board or Superintendent.
- 6) Assist with recommendations, coordination, and assessment of the School District's hiring of non-legal disparity/economist experts; and all other requests for legal support, assistance, and advice in furtherance of the School Board's adoption of an MWBE policy.