AMENDMENT NO. 6 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 as of January 1, 2008 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 1 of the Contract is hereby amended as follows:
   This Contract shall remain effective until December 31, 2008.

2. Paragraph 5 of the Contract is hereby amended as follows:
   For services performed by the Legal Advisor as outlined in this Contract through
   December 31, 2008 the Board agrees to pay the Legal Advisor an hourly rate of $510.00. Edwin
   Lavergne, Esquire, may be assisted by other attorneys and paralegals in his firm whose rate do
   not exceed the rate of $510.00 per hour. Any attorney in the firm billing time to the School
   Board whose hourly rate exceeds $510.00 per hour must have prior School Board approval. This
   Contract shall only provide for 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 expenses do not exceed aggregate total approved hereunder.

3. 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 Agreement.

4. 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 ____________, 2008.

Fish & Richardson, P.C.
Legal Advisor
By: ____________________________
    [Signature]

For The School Board of Palm Beach County, FL

William G. Graham, Chairperson

Arthur C. Johnson, Ph.D., Superintendent

Date: ____________________________

Reviewed and Approved - Office of Chief Counsel
By: ____________________________
    [Signature]

Date: 1/29/08
AMENDMENT NO. 5 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 May 2, 2007, 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 1 of the Contract is hereby amended as follows:

   This Contract shall remain effective until December 31, 2007.

2. Paragraph 5 of the Contract is hereby amended as follows:

   For services performed by the Legal Advisor as outlined in this Contract through December 31, 2007 the Board agrees to pay the Legal Advisor an hourly rate of $500.00. Edwin Lavergne, Esquire, may be assisted by other attorneys and paralegals in his firm whose rate do not exceed the rate of $500.00 per hour. Any attorney in the firm billing time to the School Board whose hourly rate exceeds $500.00 per hour must have prior School Board approval. This Contract shall only provide for 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 expenses do not exceed aggregate total approved hereunder.

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

   Legal Advisor's maximum payment shall be an additional $150,000 for the term of this Agreement.

4. It is understood and agreed that the terms of this Amendment supersede the terms of the Agreement.

S:\Public\Contracts for Outside Counsels FY 07\Fish & Richardson\Amend No 5 2007-3-21.doc
IN WITNESS WHEREOF, This Amendment has been executed on the 30th day of May, 2007.

Fish & Richardson, P.C.
Legal Advisor
By: ____________________________

For The School Board of Palm Beach County, FL

______________________________
William G. Graham, Chairperson

______________________________
Arthur C. Johnson, Ph.D., Superintendent

Reviewed and Approved – Office of Chief Counsel
By: ____________________________

Date: 4/19/07

Date: 4/20/07
AMENDMENT NO. 4 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 22, 2006, 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 1 of the Contract is hereby amended as follows:
   This Contract shall remain effective until June 30, 2007.

2. Paragraph 6 of the Contract is hereby amended as follows:
   Legal Advisor’s maximum payment shall be an additional $100,000 for the term of this contract.

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 21st day of November 2006.

Fish & Richardson, P.C.
Legal Advisor
By: __________________________
   Edwin N. Lavergne
   Principal

For The School Board of Palm Beach County, FL
Chairperson
Arthur C. Johnson, PhD., Superintendent
Date: 11/21/06

Reviewed and Approved – Office of Chief Counsel
By: __________________________
   [Signature]
Date: 10/30/06
AMENDMENT NO. 3 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 June ____, 2006, 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 1 of the Contract is hereby amended as follows:
   This Contract shall remain effective until June 30, 2007.

2. 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.

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
________________, 2006.

Fish & Richardson P.C.
Legal Advisor

By: [Signature]

For The School Board of Palm Beach County, FL

Thomas F. Lynch, Chairperson

Arthur C. Johnson, Ph.D., Superintendent

Date: [Signature]

Reviewed and Approved – Office of Chief Counsel

By: [Signature]

Date: 5/23/06
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

By: [Signature]

For The School Board of Palm Beach County, FL

[Signature]
Thomas E. Lynch, Chairperson

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

Date: 11/30/05

Reviewed and Approved – Office of Chief Counsel

By: [Signature]
Date: 11/3/05
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.

For The School Board of Palm Beach County, FL

Thomas A. Lynch, Chairperson
Arthur C. Johnson, Ph.D., Superintendent
Date: 6/29/05

Reviewed and Approved – Office of Chief Counsel

Date: ____________________

By: ________________________

Legal Advisor

By: ________________________

Principal

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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 2/5/05 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 [26th] day of March, 2005.

*Fish & Richardson P.C.*  
Legal Advisor  
By:  
**Edwin N. Laveline, Principal**

SCHOOL BOARD OF PALM BEACH COUNTY, FL  
By:  
**Arthur C. Johnson, Ph.D., Superintendent**

Reviewed and Approved by:  
**[Signature]**  
3/29/05
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.
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

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.
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:

[Signature]

By:
Title:

Approved As To Form
And Legal Sufficiency:

Blair Hall 3/29/05

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