



RESOLUTIONS IN SPECIAL EDUCATION, INC.

Julia J. Weatherly *+
Leslie A. Allen *+
Kevin W. Pendley, B.C.S. #+

*Member of the Alabama Bar
#Member of the Florida Bar
Board Certified - Education Law
+Member of the Georgia Bar

May 8, 2019

Ms. Betty Linton, Coordinator of ESE
Via email at Shelly.Head@hamiltonfl.com

Dear Betty:

We are pleased to have the opportunity to continue to work with the Hamilton County School District and hereby set forth below the terms of our engagement Agreement. If you have any questions or concerns, please do not hesitate to contact me prior to having this Agreement signed.

LETTER AGREEMENT FOR SERVICES

This Agreement confirms the terms, conditions and mutual understanding under which the Hamilton County School District (hereinafter "the District") will engage Resolutions in Special Education, Inc. ("RISE") to provide direct and/or consultative services in connection with general special education (ESE) matters.

RISE's services, which are billed on an hourly basis, include, among other activities, email and telephone consultation, as needed, with District personnel or District/Board counsel if required; file preparation and organization, attendance at telephone conferences or other meetings, research, drafting of correspondence or pleadings, agreements or other documents, administrative hearing/court preparation and appearances as applicable, settlement/mediation negotiations, etc. RISE's hourly rates, which are reviewed and may be adjusted annually, are as follows:

Julie J. Weatherly, attorney/consultant	\$200.00/hour
Kevin W. Pendley, attorney/consultant	\$190.00/hour
Leslie A. Allen, attorney/consultant	\$185.00/hour

It is understood that Kevin W. Pendley is the Firm's sole member of the Florida Bar able to independently provide direct legal services in any formal proceedings that may be required. Other members of the Firm will provide such services only via applicable Florida Bar Rules and through General Counsel or Mr. Pendley and in accordance with applicable rules and provisions of the Florida Bar and relevant laws.

CONTACT JULIE:

6420 Tokeneak Trail
Mobile, Alabama • 36695
Phone (251) 607-7377
Fax (251) 607-7288
Email JJWEsq@aol.com

CONTACT LESLIE:

152 Woodmont Drive
Birmingham, Alabama • 35216
Phone (205) 423-5395
Fax (205) 433-1027
Email lallen@specialresolutions.com

CONTACT KEVIN:

10661 Airport-Pulling Rd., # 13
Naples, Florida • 34109
Phone (239) 598-0088
Fax (239) 316-4525
Email KWPEsq@aol.com

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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.

In addition to the hourly rate set forth above and although unlikely, other contract attorneys or paralegals may need to be used or hired at reasonable hourly rates, depending upon their experience. The District will also be responsible for the cost of any various out-of-pocket disbursements, including travel expenses, scanning of documents, photocopying, actual long distance telephone charges charged by the telephone company to RISE, facsimile charges, delivery/courier services, etc. Travel expenses may, depending upon amount, be billed as they are incurred. Statements for services, out-of-pocket disbursements and other expenses will be billed monthly.

At the conclusion of any matter that has resulted in formal litigation, we will retain your files for a period of one year after we close our file regarding this matter. At the expiration of this period, we will destroy our files (knowing that you keep copies of all student records for many years), unless you notify us in writing that you would like possession of our files. If you so notify us, we will prepare and forward those files to you at no charge.

While RISE is reasonably confident that it can achieve favorable results for the School System, RISE cannot, of course, guarantee the results of its efforts. RISE, therefore, makes no representations or warranties, either express or implied, concerning the successful determination or outcome of this relationship. Any such statements made during the course of the relationship are based on professional judgment and close to 30 years of experience in this area of education law.

ACKNOWLEDGED AND AGREED TO:



For the District
Date: 6/19/19



RISE, Inc.
Date: 4/26/19

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted

to School Board of Hamilton County, Florida

by Julie J. Weatherly

for Resolutions in Special Education, Inc.

Whose business address is: 6420 Tokeneak Trail, Mobile, Alabama 36695

(If applicable) its Federal Employer Identification Number (FEIN) is: 38-3736429

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime or;
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. *(Please indicate which statement applies.)*

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)
4/26/19
(Date)

STATE OF ALABAMA

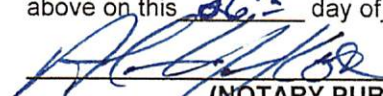
COUNTY OF MOBILE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Julie J. Weatherly
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided

above on this 26th day of April, 2019.


(NOTARY PUBLIC)

My Commission Expires: 11-24-19

NON-COLLUSION AFFIDAVIT

State of Florida

County of Hamilton

Julie J. Weatherly being first duly sworn, deposes and says that:

(1) He/she is the Owner

of the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

Adam G. Yunker

My Commission expires: 11-24-19

BY: 

Printed Name: Julie J. Weatherly

Title: Owner

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion -- Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled ☐ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, ☐ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT Resolutions in Special Education, Inc.	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Julie J. Weatherly, Owner	
SIGNATURE 	DATE 4/26/19

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)