



LETTER PURCHASE ORDER

This Letter Purchase Order (LPO) for services to be provided by DES of Florida, LLC (DESF/Seller) to Hamilton County School Board (HCSB/Buyer) is issued pursuant to the above-referenced General or Master Agreement between the North East Florida Educational Consortium (NEFEC) and DESF. Buyer hereby authorizes Seller to perform the following described services:

1. **Scope of Work:** ELA Reading Coach/Instructor
2. **Seller Contact:** Roy F. DeCastro, Managing Partner
DES of Florida, LLC
P.O. Box 13935
Tallahassee, FL 32317-3935
P: 850/893-1315 * F: 888/219-7972 * Email: rdecastro@desfsolutions.com
3. **Buyer Contact:** Michael Vinson, Director of Business Services
Hamilton County School Board
5683 US Highway 129 South
Jasper, FL 32052
P: 386/792-7818 * Email: michael.vinson@hamiltonfl.com
4. **LPO Term:** July 24, 2019 – June 30, 2020. This LPO may be terminated without cause by Buyer upon 30 days' written notice to Seller. Buyer shall be required to pay Seller for services rendered to the effective date of termination. During the term of this LPO, Buyer may terminate or discontinue the items covered in this LPO for lack of appropriated funds.
5. **LPO Cost:** The total cost of this LPO, excluding expenses, shall not exceed \$50,000.00. Invoices will be billed at a rate of \$49.50 per billable hour. Without exception, the fees listed in this LPO shall be in effect throughout the term of this LPO. Any additional compensation Buyer may elect to pay Seller beyond the terms specified in this LPO shall be preapproved, in writing, by Buyer to Seller and will be billed at the same markup percentage used to determine the total cost of this LPO. No overtime will be required with this LPO. All expenses, including travel, will be reasonable, verifiable and documented and must be pre-approved by Buyer. This LPO does not include PTO.
6. **Invoicing:** Invoices detailing the fees and expenses, including a reference to this LPO number, shall be submitted to the Buyer monthly. The normal terms of payment will be "Net 30 Days" from receipt of Seller's invoice.
7. **Deliverables:** Deliverables shall be those items described in Item 1 of this LPO and shall be further defined on an ongoing basis throughout the term of this LPO. In addition, deliverables shall be due as requested by the Buyer or Buyer-designated representatives associated with the Scope of Work referenced by this LPO.

8. **Public Records:** Seller specifically acknowledges its obligation to comply with State of Florida public records laws that require Seller to keep and maintain public records that Buyer would ordinarily and necessarily require in order to perform the services under this LPO; provide public access to such records on the same terms and conditions that Buyer would provide such public records, at a cost that does not exceed that provided by law; ensure that public records that are exempt, or confidential and exempt, from public records are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Seller does not transfer the records to Buyer; comply with all requirements for retaining public records and transfer, at no cost to Buyer, all public records in Seller's possession upon termination of this LPO; and destroy any duplicate public records which are exempt, or confidential and exempt, from public records disclosure requirements in accordance with §119.0701, Fla. Stats. (2015). If Seller keeps and maintains public records upon completion of the LPO, Seller shall meet all applicable requirements for retaining public records. All records stored electronically will be provided to Buyer, upon request, in a format that is compatible with the information technology systems of Buyer.

IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LPO, SELLER SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Hamilton County School Board, Attn: Jay Willingham, 1235 US Highway 129 N.W., Jasper, FL 32052, Phone: 386/792-7330, Email: jay@jaywillingham.com.

BUYER: Hamilton County School Board

SELLER: DES of Florida, LLC

By: 

Authorized Signature

By: 

Authorized Signature

Name: Rex L. Mitchell

Title: Superintendent

Name: Roy F. DeCastro

Title: Managing Partner

Date: 9/10/19

Date: 07/25/2019

By: 

Authorized Signature

Name: Johnny Bullard

Title: Board Chair

Date: 9/10/19