

AGREEMENT MADE BETWEEN  
EAST STROUDSBURG AREA SCHOOL DISTRICT AND  
LYMAN & ASH  
1612 LATIMER STREET  
PHILADELPHIA, PENNSYLVANIA

SPECIAL CONSTRUCTION COUNSEL

AGREEMENT MADE THIS 16<sup>th</sup> day of October, 2018, between LYMAN & ASH, currently consisting of CLETUS P. LYMAN, MICHAEL S. FETTNER and MICHAEL T. SWEENEY, attorneys licensed to practice law in the Commonwealth of Pennsylvania, with offices at 1612 Latimer Street, Philadelphia, Pennsylvania 19103 (hereinafter called 'Special Counsel'); and the EAST STROUDSBURG AREA SCHOOL DISTRICT, with offices at 50 Vine Street, East Stroudsburg, Pennsylvania (hereinafter called 'School District').

WHEREAS, LYMAN & ASH has been appointed Special Counsel for the School District; and  
WHEREAS, the School District wishes to retain the services of LYMAN & ASH and the attorneys performing services in and for said office as Special Counsel for one year, subject to extension.

NOW, THEREFORE, it is agreed that:

1. The above-named Special Counsels will perform special construction counsel services for an hourly rate per attorney in the amount of TWO HUNDRED FIFTY (\$250) DOLLARS and hourly rate per Paralegal in the amount of NINETY (\$90) DOLLARS.
2. Said services shall include leading an investigation and to review construction problems encountered by the District, in order to prevent fraud, waste, and abuse in construction contracting and to determine whether such has occurred in the past and what remedies if any may be available to the District.
3. Special Counsel shall send monthly billings for services and for reimbursement of out-of-pocket expenses. These expenses include items such as transcripts for court reporters, electronic legal research, overnight delivery service, photocopying. These expenses shall be at cost to Special Counsel without any markup.
4. It is agreed that Cletus P. Lyman, Michael S. Fettner, and Michael T. Sweeney shall be responsible for the performance of the legal services required, but that they may use the assistance of other attorneys with whom they may be associated in properly serving the School District.
5. Special Counsel shall report to the East Stroudsburg Area School District Board of Education by way of the Property and Facilities Committee.

6. The terms of the School District's Request for Proposals for Construction Counsel Legal Services are incorporated herein and made part of this agreement, except as superseded by numbered paragraph 5 above.

IN WITNESS WHEREOF, Cletus P. Lyman, Michael S. Fettner, and Michael T. Sweeney have executed this Agreement on behalf of LYMAN & ASH and the School District has caused this Agreement to be signed by its President and attested by its Secretary the day and year first above written.

LYMAN & ASH, SPECIAL CONSTRUCTION COUNSEL

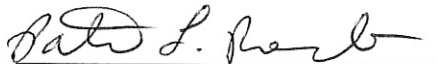
By: \_\_\_\_\_  
Cletus, P. Lyman

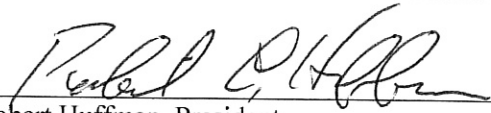
By: \_\_\_\_\_  
Michael S. Fettner

By: \_\_\_\_\_  
Michael T. Sweeney

ATTEST:

EAST STROUDSBURG AREA SCHOOL DISTRICT

  
\_\_\_\_\_  
Patricia Rosado, Secretary

By:   
\_\_\_\_\_  
Robert Huffman, President