



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/794-2221 Fax: 813/794-2111
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352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

November 22, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

SUBJECT: Approval of Letter of Engagement and Request to Place Purchase Order:
ERP Committee
Gray Robinson, P.A.

Attached is a Letter of Engagement (LOE) for legal services with Gray Robinson, P.A., a firm which provides legal services related to software and intellectual property issues. Gray Robinson P.A. has rendered other legal services to the District for several years. The ERP Committee is requesting approval of this LOE with Gray Robinson to review the contract with Tyler Technologies, the firm the District is currently negotiating a Munis software and implementation service.

The district is permitted to negotiate for legal services based on Florida Administrative Code rule 6A-1.012(110)(a). The attached LOE was reviewed and approved by Dennis Alfonso, the Board's Attorney on November 9, 2011. Please see the attached memo and recommendation from Dennis Alfonso for additional information.

The ERP Committee requests Board approval of this contract, and permission to place a purchase order not to exceed \$5,000. Funding for this service will come from the General Fund. If you have any questions, please feel free to contact me at your earliest convenience.

KDG/mw
Attachments

Date/Time: November 16, 2011 08:23:00

McCLAIN, ALFONSO, MEEKER & DUNN

A PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

JOE A. McCLAIN †
NANCY McCLAIN ALFONSO
DENNIS J. ALFONSO
R. ELLIOTT DUNN, JR. *
PAUL M. MEEKER

† *Of Counsel*

* *Also Admitted in Georgia*

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REPLY TO: DADE CITY OFFICE

MEMORANDUM

Date: 9 November 2011
To: School Board Members
From: Dennis Alfonso, General Counsel
Subject: Specialty Counsel for ERP
Gray Robinson, PA
C: Heather Fiorentino, Superintendent
Kendra Goodman, Purchasing

At the recent workshop, the Board and District Staff discussed the need for and desirability of retaining specialized legal services to assist in the review and negotiation of the ERP contract. As you are aware, the ERP contract involves a number of issues that have software and intellectual property implications. These matters are specialized areas of law, and present unique issues regarding industry standards. While my office remains available to assist the District and Board with the contract as relates to general school board contractual issues, my firm does not currently provide services regarding the software and intellectual property issues in this context.

As you are aware, the Agreement for Legal Services provides in pertinent part as follows:

8. Specialized Legal Services: Although it is contemplated that the School Board will use the Law Firm for all of its legal services, if the legal needs of the School Board present a demand for a unique or specialized legal skill that the Law Firm does not regularly provide to its clients, the Law Firm shall inform the School Board that such specialized legal services are required or recommended and the Law Firm shall identify and recommend that the School Board retain such other competent legal counsel at School Board expense to represent it with respect to the exceptional matter only. Any legal matter referred to other legal counsel will require the approval of the School Board.

My firm recommends that the Board consider engagement of counsel for the purpose of review and negotiations of the ERP contract particularly with regard to software and intellectual property issues, and to consult as may be appropriate with the Law firm and District staff related to such services.

I have been asked to recommend counsel to provide such specialized services with respect to such matters as may be necessary regarding this transaction. Upon consultation with District staff, I

School Board Members
Re: Specialty Counsel for ERP
Gray Robinson, PA
9 November 2011
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recommend Brent C.J. Britton, Esquire of Gray Robinson. This same firm has been retained by the Board for other specialty services regarding employee benefits in the past, and the hourly rates are commensurate with attorneys of similar qualifications practicing in this field.

Attached please find a letter of engagement received by the District Purchasing Department from Brent C.J. Britton, Esquire of Gray Robinson, 201 North Franklin Street, Suite 2200, P.O. Box 3324, Tampa, FL 33602.

It is expected that the legal fees for this service will not exceed \$5,000.

I submit this information for consideration by the Board for engagement of his firm as specialty counsel to interface and assist with my firm as may be necessary regarding the review and negotiation of the ERP contract, most particularly related to software, and intellectual property issues.

Please feel free to contact me if you have any comments and/or questions.

GRAY | ROBINSON
ATTORNEYS AT LAW

Brent C.J. Britton

813-273-5041

BRENT.BRITTON@GRAY-ROBINSON.COM

November 07, 2011

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TEL 813-273-5000 LAKELAND
FAX 813-273-5145 MELBOURNE
gray-robinson.com MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

VIA U.S. MAIL

Kendra Goodman, CPPO, CPPB,
Department of Purchasing
District School Board of Pasco County
20430 Gator Lane
Land-O'Lakes, FL 34638
kgoodman@pasco.k12.fl.us

Re: Tyler Technologies Transaction
Client-Matter No. 373507-4

Dear Ms. Goodman:

We look forward to working with the Pasco County School Board ("Board") with respect to the Tyler Technologies Transaction matter we discussed. Direction for services under this contract will be given by Ms. Kendra Goodman, Department of Purchasing, and invoices will be submitted for your approval. Any requested expansion of the scope of services outlined herein will be mutually negotiated and added as an Addendum hereto.

Over the years, it has been our experience that things go more smoothly if we have a clear understanding of your needs and the role we need to play. The purpose of this engagement letter is to confirm an agreement concerning representation and the payment of our fees and expenses. This engagement letter will only govern the Tyler Technologies Transaction matter.

We will do our very best to meet your needs in any matters we undertake for you, but as you know, we cannot and do not make any representations or warranties concerning the outcome. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly. This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder or other emergency making it illegal or impossible to provide services. When the Department of Homeland Security issues a "Severe" alert status, the School Board has the right to postpone any previously scheduled activity by my firm without penalty. The School Board and I shall reschedule any postponed activity to a mutually agreed upon date.

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We have attached a copy of the firm's Policy Regarding Fees and Expenses. All conditions in that document are incorporated by reference as part of this engagement letter. As we are sure you recognize, we have a legitimate business concern in being paid in a timely fashion.

In general, we will charge for our services on an hourly basis. At the present time, my hourly rate is \$420 per hour. Although I will be primarily responsible for legal work performed on your file, when necessary, we will use the services of other attorneys or legal assistants in our firm to assist on your file. At the present time, our rates vary from \$125.00 to \$450.00 per hour for attorneys and \$65.00 to \$150.00 per hour for paralegals. We are sensitive to the high cost of legal fees and will do our best to utilize the most qualified people to achieve the best results in a cost effective manner. Our hourly rates are subject to change in the future and are generally subject to review in August of each year.

We expect the legal fees on this matter not to exceed \$5000. You have agreed to set up a purchase order to cover the fees.

Because of the relatively large size of our firm and our representation of many other clients, it is possible that there may arise in the future a dispute between another client and you. Our acceptance of the current representation of you will preclude us from accepting future representations adverse to you, which involves matters substantially related to the work we perform in the course of this engagement. However, as a condition to our undertaking the representation described in this letter, you and we agree that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to you, with respect to matters not substantially related to the particular matters for which you have engaged our services.

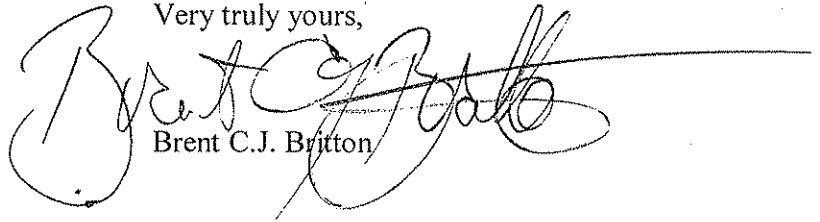
We hereby agree to indemnify and save harmless the Board, its representatives, successors, and assigns, from and against any and all costs, damages, losses, demands, claims, actions and causes of actions for bodily injury (including death) or damage to real and tangible personal property arising from the willful or negligent acts or omissions by my firm, provided that the Board: (1) promptly notifies us in writing of the claim; and (2) allows us to control, and cooperates with us in, the defense and any related settlement negotiations. Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida. This contract is governed by the laws put forth by the State of Florida.

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If this meets with your approval, please indicate by having the extra copy of this letter signed in the space provided below, and return it to our offices. Your approval of this letter will include agreements regarding the fees and costs arrangement.

We appreciate the confidence and trust you have placed in us in asking us to represent you and I encourage you to communicate with me if at any time you have questions on the status or progress of your matters.

Very truly yours,



Brent C.J. Britton

The terms of this representation are accepted
this _____ day of _____, 20__.

Signature

BCB/lp
Enclosure

POLICY REGARDING FEES AND EXPENSES

FEES:

Quality legal services and good results require ability and effort. These are our "stock in trade." Generally, our fees are based on our skill, the time expended, and the responsibility involved. While our fee in most cases will be based mainly on the time devoted to the matter and the professional skill involved, the Supreme Court of Florida has ruled that where a favorable result has been obtained for a client, a reasonable attorney's fee may include consideration of that favorable result and may result in a fee greater than one based solely on a normal hourly rate. We will charge such a fee where we believe it is justified and in accordance with the Supreme Court's guidelines. Those guidelines involve factors other than the amount of time required, such as the uniqueness and complexity of the questions involved, the skill required to provide proper legal representation, familiarity with the specific area of law involved, the preclusion of other engagements caused by acceptance of this engagement, the magnitude of the matter, the results achieved, customary fees for similar legal services, and the nature and length of our relationship. All these factors have a significant bearing on the reasonable value of the services performed.

EXPENSES:

You will be charged a reasonable rate for computerized document production, postage, reproduction, telecopies, couriers, express mail, long-distance telephone, travel costs and other costs. We may also use computerized research services to assist in handling your matters. This service will be used when we believe that it will save you money to do so. Expenses incurred or advanced on your behalf will be itemized on the statement.

BILLING

You will be billed periodically, usually monthly. There will be a service charge of 1-1/2% per month on all accounts not paid within 30 days of the date the statement is mailed to you. Interest charges will be added on to any outstanding balance and will be reflected in subsequent statements.

In the event you should disagree with or question any amount due under an invoice, you agree to communicate such disagreement to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

COMMENCEMENT OF REPRESENTATION:

Our representation will not commence until we receive a signed copy of the letter to which this statement is attached, together with payment of any retainer specified therein.

WITHDRAWAL FROM REPRESENTATION:

We reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

FILE RETENTION:

You should be aware of our file retention policy. Once your case is concluded, the file will be officially closed. Once the file is closed, it may be sent to off-site storage, and there may be costs associated with retrieval of information from the file. We retain stored and closed files for a period of ten (10) years after which time they may be destroyed. Thus, if there are any documents which you need from the documents we possess, we recommend that you obtain them at the conclusion of your case.