



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: mwoodall@pasco.k12.fl.us

May 7, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW.*

RE: Approval of Contract and Request to Place Purchase Order
Ford & Harrison LLP

Attached is a contract for legal services with Ford & Harrison LLP, a firm which has provided labor and equity law consulting services to the District for several years. The Office for Employee Relations is requesting approval of this contract for the 2013-2014 school year.

This contract is for consulting and legal services based primarily on hourly fees as outlined in the contract. The District is permitted to negotiate for legal services based on Florida Administrative Code Rule 6A-1.012(11)(a). McClain & Alfonso, the Board's attorney, approved the use of this firm's services via email on March 24, 2013.

The Office for Employee Relations requests Board approval of this contract, and permission to place a purchase order not to exceed \$150,000 for encumbrances from general funds during the next fiscal year. This is the same amount which was approved for the 2012-2013 school year. If you have any questions, please feel free to contact Kevin Shibley, Director of Employee Relations, or me at your earliest convenience.

MJW/plh

Attachments

Date/Time: May 1, 2013 08:57:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Employee Relations

Fax (813) 794-2119


TDD (813) 794-2484

Kevin Shibley, Esq. Director kshibley@pasco.k12.fl.us	(813) 794-2503 (727) 774-2503 (352) 524-2503	Thomas Neesham, Esq. Supervisor tneesham@pasco.k12.fl.us	(813) 794-2385 (727) 774-2385 (352) 524-2385	Kathleen Scalise Supervisor kscalise@pasco.k12.fl.us	(813) 794-2321 (727) 774-2321 (352) 524-2321
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ER 679 0413

Date: April 3, 2013

To: Mike Woodall, Purchasing Agent

From: Kevin Shibley, Esq., Director of Employee Relations 

Re: Contract for Labor and Equity Law Consulting Services between District School Board of Pasco County and Ford & Harrison LLP

Attached is the proposed 2013-2014 contract for legal services between the District School Board of Pasco County and Ford and Harrison, LLP. This contract is for consulting and legal services based primarily on hourly fees as outlined in the contract. This is a renewal request as we have used this firm's services for several years.

We respectfully request authorization to issue a blanket purchase order not to exceed \$150,000 to begin July 1, 2013.

Please submit this contract for approval at the next scheduled Board meeting.

Thank you in advance for your assistance.

xc: Renalia DuBose, Esq., Assistant Superintendent for Administration

FORDHARRISON^{LLP}

ATTORNEYS AT LAW

101 E. Kennedy Boulevard • Suite 900
Tampa, Florida 33602
Tel 813.261.7800 • Fax 813.261.7899
www.fordharrison.com

Writer's Direct Contact:

TAMMIE L. RATTRAY
(813) 261-7828
trattray@fordharrison.com

March 20, 2013

VIA E-MAIL AND U.S. MAIL

Kevin Shibley
Director of Employee Relations
Pasco County School Board
7227 Land O'Lakes Blvd.
Land O'Lakes, FL 34667



Dear Kevin:

Enclosed, please find an executed Contract for Legal Services for July 2013-June 2014. We hope it meets with the Board's approval. As you will see, we have made slight adjustments to the associate rates essentially offering a flat fee for associates and senior associates. The partner rates remain unchanged. This includes my rate of \$275 which is substantially below my preferred rate of \$410. In fact, I have not raised my rate for the Board since 2008. While an adjustment may be warranted after five years, I have chosen to remain at \$275/hour as a "thank you" for the Board's continued confidence in the Firm, and to give the Firm an opportunity to prove itself to Superintendent Browning who has not yet had a significant opportunity to work with us.

Thank you again for the opportunity to represent the Board, and please let me know if you have any questions or concerns.

Sincerely,

FORD & HARRISON LLP



Tammie L. Rattray

TLR/dhb
Encl.

TAMPA:336948.1

CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of ____, 2013, by and between DISTRICT SCHOOL BOARD OF PASCO COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "SCHOOL BOARD," and the law firm of FORD & HARRISON LLP, hereinafter referred to as the "SPECIAL COUNSEL":

WITNESSETH

WHEREAS, the SCHOOL BOARD has determined that it has a need for legal assistance of SPECIAL COUNSEL; and

WHEREAS, SPECIAL COUNSEL has agreed to provide such legal services; and

WHEREAS, SPECIAL COUNSEL represents that it is capable of providing in an able and competent manner those services described above; and

WHEREAS, the SCHOOL BOARD desires to engage SPECIAL COUNSEL for such legal services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

- Services to be Performed:** The SPECIAL COUNSEL hereby agrees to represent the SCHOOL BOARD in all potential or actual litigation and administrative proceedings relating to employment and labor matters as requested by the SCHOOL BOARD. SPECIAL COUNSEL agrees to take all steps necessary to represent the SCHOOL BOARD including without limitation, defense against any litigation, advocacy in administrative proceedings, and reviewing and analyzing legal positions that may arise in conjunction with employment and labor matters as requested by the SCHOOL BOARD.

CONTRACT REVIEWED
AND APPROVED:
Am 4.8.13

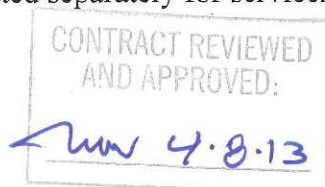
2. **Requests for Services:** All requests for the rendition of legal services shall be through, and approved by, the Superintendent or Director Employee Relations prior to the provision of said services, subject to executed purchase order.

3. **Date of Agreement:** Services to be performed pursuant to this Agreement shall commence upon complete execution of this Agreement. This Agreement may be amended by mutual agreement of the parties in writing. The SCHOOL BOARD or SPECIAL COUNSEL may terminate this Agreement at any time upon written notice to the other party. The services shall commence on July 1, 2013, and shall be in effect through June 30, 2014.

4. **Compensation:** As compensation for the SPECIAL COUNSEL providing services to the SCHOOL BOARD as described herein, the SCHOOL BOARD shall pay the SPECIAL COUNSEL as follows:

- (a) Attorneys fees as listed in Appendix "A," attached hereto and incorporated by reference herein; and
- (b) Reasonable out-of-pocket costs and expenses for such items as photocopying, delivery charges, filing fees and other similar items incurred as a result of this Agreement. Reimbursement for a cost or expense of One Hundred Dollars (\$100.00) or more shall be supported by the actual paid invoice, whereas costs and expenses of less than One Hundred Dollars (\$100.00) shall be itemized and detailed as to the amount; and
- (c) Out of county travel and per diem reimbursements shall be in accordance with Chapter 112, Florida Statutes and shall not exceed those allowable under the customary practices and policies by the SCHOOL BOARD.

5. **Invoices:** All sums paid to the SPECIAL COUNSEL shall, in each case, be subject to the receipt, by the SCHOOL BOARD, of a detailed statement of services rendered from the SPECIAL COUNSEL, including sufficient documentation to enable the SCHOOL BOARD to properly perform its audit responsibilities for the use of public funds, and certification that it has performed said services in conformance with this agreement and is entitled to receive the amount specified herein. Invoices shall be prepared and submitted separately for services rendered to each



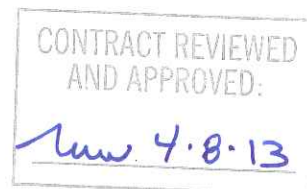
matter so requested by the SCHOOL BOARD. SPECIAL COUNSEL will submit invoices in such a manner as will permit their inspection pursuant to Chapter 119, Florida Statutes.

SPECIAL COUNSEL shall submit such invoices to SCHOOL BOARD on a monthly basis and will itemize the bills as to dates, hourly rates, and amounts. SPECIAL COUNSEL shall maintain all such records and accounts that will assure a proper accounting of compensation and reimbursement and expenses. SPECIAL COUNSEL shall maintain the invoices for a period of three (3) years and shall be available upon request by the SCHOOL BOARD.

6. **Hiring of Experts or Consultants:** SPECIAL COUNSEL shall obtain the prior express approval of the SCHOOL BOARD to hire any and all experts and consultants which are deemed necessary and appropriate to assist SPECIAL COUNSEL in its representation of SCHOOL BOARD. Compensation for such assistance shall be established or approved by SCHOOL BOARD and paid as follows:

- (a) Invoiced in accordance with SCHOOL BOARD approved hourly rates, and itemized as to dates and amounts; and
- (b) Reasonable out-of-pocket costs and expenses for such items as photocopying, delivery charges, long distance telephone charges, and other similar items incurred as a result of SCHOOL BOARD approved assistance.
- (c) Reimbursement for a cost or expense of One Hundred Dollars (\$100.00) or more shall be supported by the actual paid invoice, whereas, costs and expenses of less than One Hundred Dollars (\$100.00) shall be itemized and detailed as to amount; and
- (d) Out of county travel and per diem reimbursements shall be in accordance with Chapter 112, Florida Statutes.

7. **Periodic Status Reports:** SPECIAL COUNSEL shall provide periodic reports, either verbal or in writing, as may from time to time be deemed desirable by SCHOOL BOARD.



IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first above written.

ATTEST:

DISTRICT SCHOOL BOARD OF
PASCO COUNTY SCHOOL BOARD

SPECIAL COUNSEL
FORD & HARRISON LLP

By: _____
Board Chair
7227 Land O' Lakes Boulevard
Land O' Lakes, Florida 34639
Telephone: (813) 794-2385
Facsimile: (813) 794-2119

By: _____
Katray

Title: Partner

E.I.N. 58-1314995

101 East Kennedy Boulevard
Suite 900
Tampa, Florida 33602-5133
Telephone: (813) 261-7800
Facsimile: (813) 261-7899

FUND	COST CENTER	PROJECT	OBJECT	FUNCTION	GENERAL LEDGER	PROJECT/ PROGRAM

CONTRACT REVIEWED
AND APPROVED:
Nov 4.8.13

APPENDIX "A"

HOURLY RATES

Statements for professional services rendered on a monthly basis (whenever possible) for all services performed by our office will be based on the particular case involved, including complexity of the matter, both factually and legally, effort and time involved, services rendered, responsibility and results accomplished and other appropriate factors.

NAME	NOT TO EXCEED (HOURLY)
Robert D. Hall, Jr.	\$310.00
Tracey K. Jaensch	\$310.00
Tammie L. Rattray	\$275.00
Lavern Wilson	\$250.00
Shannon L. Kelly	\$250.00
Loren Beer	\$225.00
Bradley R. Hall	\$225.00
Aisha Sanchez	\$225.00
Luis A. Santos	\$225.00
Ashwin Trehan	\$225.00
Paralegals/Legal Assistants	\$120.00
Law Clerks	\$110.00

TAMPA:336942.1

CONTRACT REVIEWED
AND APPROVED:
lu w 4.8.13