



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

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

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

352/ 524-2221 e-mail: nwestmor@pasco.k12.fl.us

July 22, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *nw*

SUBJECT: Approval of Contract and Request to Place Purchase Order
Ford & Harrison LLP
Contract #2015000027

Attached is an agreement with Ford & Harrison LLP, for consulting and legal services. Please reference the attached memo from Elizabeth Kuhn, Esq., Director, Office for Employee Relations, for further information. The agreement was approved by the District School Board's Attorney, Ms. Nancy Alfonso, on June 30, 2014.

At this time, Office for Employee Relations requests that the Board retroactively approve the attached agreement and to place a purchase order not to exceed \$100,000 using general funds. The services covered under this contract are considered professional, and are exempt from the competitive pricing requirements as outlined in DOE's Section 6A-1.012(11)(a).

Should you have any questions regarding this matter, please contact Debra Reaves, Purchasing Services, at your earliest convenience.

NW/dr

Attachments

Date/Time: July 15, 2014 10:32:00



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

Elizabeth P. Kuhn, Esq.	Director	(813) 794-2503	(727) 774-2503	(352) 524-2503	ekuhn@pasco.k12.fl.us
Thomas Neesham, Esq.	Supervisor	(813) 794-2385	(727) 774-2385	(352) 524-2385	tnesham@pasco.k12.fl.us
Kathleen Scalise	Supervisor	(813) 794-2321	(727) 774-2321	(352) 524-2321	kscalise@pasco.k12.fl.us
Sandra May	Equity Manager	(813) 794-2679	(727) 774-2679	(352) 524-2679	smay@pasco.k12.fl.us

ER 694 0614

Date: June 30, 2014

To: Nicole Westmoreland, Purchasing Agent

From: Elizabeth P. Kuhn, Esq., Director, Office for 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 2014-2015 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 \$100,000 to begin retroactive July 1, 2014. Please note that this is a reduction from \$185,000 for Fiscal Year 2014.

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

Thank you in advance for your assistance.

xc: Kevin Shibley, Esq., Executive Director for Administration



RECEIVED
6/26/2014

Contract # 201500027

CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT, made and entered into this 1st day of July, 2014, 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:

1. **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:

NW 6-30-14

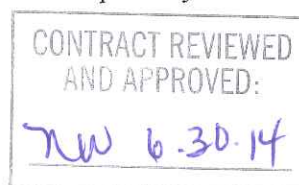
2. **Requests for Services:** All requests for the rendition of legal services shall be through, and approved by, the Superintendent or Director Employee Relations prior to the provision of said services, subject to executed purchase order.

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, 2014, and shall be in effect through June 30, 2015.

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 and other fee arrangements 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.



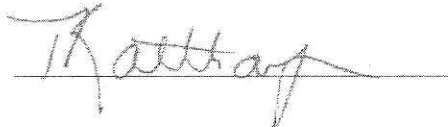
IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first above written.

ATTEST:

DISTRICT SCHOOL BOARD OF
PASCO COUNTY SCHOOL BOARD

SPECIAL COUNSEL
FORD & HARRISON LLP

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

By: 
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

APPENDIX "A"

FEE ARRANGEMENTS

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.

<u>NAME</u>	<u>RATE</u>
TAMMIE L. RATTRAY	\$275 ¹
ANDY HAMENT	\$275
CHRISTINE HANLEY	\$275
TRACEY JAENSCH	\$275
SHANNON L. KELLY	\$250
LAVERN WILSON	\$250
LOREN BEER	\$220 ²
BRADLEY R. HALL	\$220
LUIS A. SANTOS	\$220
ASHWIN TREHAN	\$220
PARALEGALS	\$115

We offer to provide the services described in The Contract at these rates, discounted even further based on the volume of billing, and to maintain the rates until at least June 30, 2015. With the special discounted the SCHOOL BOARD Hourly Rates as a baseline, Ford & Harrison will offer the SCHOOL BOARD additional discounts depending on the yearly volume of hourly work described in The Contract that is assigned to our firm. Under this tiered discount formula, we would charge the SCHOOL BOARD as follows:

<u>Yearly Hourly Fee Volume</u>	<u>Discount from Proposed Hourly Rates</u>
\$0 to \$150,000	---
\$150,000 to \$250,000	2.5%
\$250,000 to \$400,000	5%
\$400,000 to \$500,000	7.5%
Over \$600,000	10%

¹ Ms. Rattray's rate of \$275/hour has not been increased since 2008.

² The associate rates have been lowered from 2013/14 by \$5/hour.



Alternative Fee Arrangements

Fee Cap for Single Plaintiff Employment Litigation

As an alternative to the hourly billing approach described above, at the SCHOOL BOARD's request, we will charge the SCHOOL BOARD as follows for single plaintiff employment lawsuits.

Fixed/Capped Fee proposal for a Single-Plaintiff Litigation Matter		
	Activities	Fees before Expenses*
Initial investigation	Legal research, interviews, written assessment of case, and answer or motion to dismiss	\$5,000
Discovery	Answer and prepare interrogatories, depositions, routine motions, pretrial order and court conferences, and expert discovery. Based on an expected number of six (6) depositions	\$20,000
Motion for Summary Judgment	Dispositive motions, including preparation, hearing and reply briefs, mediation hearings, and related court appearances	\$20,000
Trial Preparation	Meet and confer with plaintiff's counsel, prepare and file pretrial order, jury instructions, motions <i>in limine</i> , statement of undisputed facts, <i>etc.</i>	\$30,000
Trial	Try case and complete any post-trial proceedings (conducted by one or more attorneys with trial experience)	\$40,000
Bonuses	Defense verdict or summary judgment for the SCHOOL BOARD	75% of fees incurred, if any, above caps **

* **Expenses**

Expenses incurred through the use of third party vendors would be passed on to the SCHOOL BOARD at cost, e.g., expert fees, court reporter fees, travel.

** **Bonus**

Throughout each matter, we will track the actual time spent on the matter, and if the time and hourly rate spent on any phase exceeded the caps for that phase, the SCHOOL BOARD would pay only 75% of fees incurred, at the special the SCHOOL BOARD discounted rate, that exceed the cap, in the event we obtain summary judgment or a verdict in favor of the SCHOOL BOARD.

CONTRACT REVIEWED
AND APPROVED:

NW 6.30.14

Fee Cap for Administrative Hearings

As an alternative to the hourly billing approach described above, at the SCHOOL BOARD's request, we will charge the SCHOOL BOARD as follows for Administrative Hearings.

Fixed/Capped Fee Proposal for Administrative/Board Hearings		
	Activities	Fees before Expenses*
Initial investigation & hearing preparation	Interviews; review file materials; preparation for hearing	\$3,250
Hearing	Try case and complete post-trial proceedings including post-hearing brief to Board (further appeals excluded)	\$4,000
Bonuses	Decision in favor of Superintendent	75% of fees incurred, if any, above caps **

* **Expenses**
Expenses incurred through the use of third party vendors would be passed on to the SCHOOL BOARD at cost, e.g., expert fees, court reporter fees, travel.

** **Bonus**
Throughout each matter, we will track the actual time spent on the matter, and if the time and hourly rate spent on any phase exceeded the caps for that phase, the SCHOOL BOARD would pay only 75% of fees incurred, at the special the SCHOOL BOARD discounted rate, that exceed the cap, in the event we obtain a favorable decision.

Flat Retainer for Labor and Employment Counseling

We are prepared to offer the SCHOOL BOARD a flat fee retainer for Labor and Employment Counseling as an alternative to the discounted hourly fee proposals described above. For \$5,000.00/12 months, we will be available to provide day-to-day Labor and Employment Counseling advice, to including general advice and review, analysis and comment on position statements and other documents prepared in-house. The matters within the flat fee are more regular and routine; specialized research or projects would be billed at the discounted hourly rates outlined above.

After this arrangement is in place for 12 months, we would expect to evaluate the attorney time utilized during that period, and would work with the SCHOOL BOARD to lower or raise the monthly fee moving forward in an equitable manner, if appropriate.

WSACTIVE LLP:6876775.1

