



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
727/ 774-2221 TDD: 813/ 794-2484
352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

June 7, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Approval of Letter of Engagement
Carlton Fields, P.A.

The District respectfully requests approval of the attached letter of engagement with Carlton Fields, P.A. for legal services provided in the mediation dispute between Imagine School and The District.

Due to time constraints placed upon the District, it was necessary to begin preparation for the mediation immediately following notification from FDOE, please see attached memo for further information.

The specific services are outlined in the agreement and are attached for your perusal. It is anticipated that expenditure for this will be approximately \$7,000 utilizing General funding. The services covered under this contract are considered professional services and therefore exempt from the competitive pricing requirements as outlined in DOE's Section 6A-1.012.

Prior to contacting Carlton Fields, School Board Attorney, Dennis Alfonso was consulted and the Letter of Engagement was forwarded and reviewed by Nancy and Dennis Alfonso.

At this time, we respectfully request your approval of the letter of engagement with the above referenced firm.

Should you have any questions regarding this matter, please contact Ms. Nancy C. Scowcroft at your earliest convenience.

KDG/dam

Attachments

Date/Time: June 1, 2011 09:45:00



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Renalia DuBose, Esq.
Assistant Superintendent for Administration
813/794-2856 Fax: 813/794-2144
727/774-2856 TDD: 813/794-2484
352/524-2856 Email: rdubose@pasco.k12.fl.us

MEMORANDUM #NS/CS-041-10/11

June 7, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Nancy Scowcroft, Supervisor of Charter Schools
Renalia DuBose, Assistant Superintendent for Administration

SUBJECT: Approval of Letter of Engagement
Carlton Fields, P.A.

Attached is a letter of engagement with Carlton Fields, P.A. for legal services provided in the mediation dispute between Imagine School at Land O' Lakes and the District.

On April 14, 2011, the District was notified by the Florida Department of Education (FDOE) that Imagine School at Land O' Lakes (Imagine) had made a formal request for mediation pursuant to Florida Statute 1002.33(6)(h). The request was based on the school's objection to the Board's March 1, 2011 decision to hold the maximum student enrollment at 548 for the 2011-2012 school year. Imagine contended that financing for their new facility would be impossible without an enrollment approval for 650 students. At the urging of the charter school, FDOE requested an expeditious mediation date.

Due to time constraints place upon the District, it was necessary to begin preparation for the mediation immediately following notification from FDOE. Had the District not acted timely, the dispute would likely have been referred to the Division of Administrative Hearings [Florida Statute 1002.33(6)(h)]. Consequently, Carlton Fields, P.A., a firm that has previously provided consulting services to the District in the area of charter school denials and appeals, was engaged to assist in the mediation before Board approval could be requested. Prior to contacting Carlton Fields, Dennis Alfonso was consulted.

Mediation was held on May 11, 2011. The mediated agreement was presented on May 17, 2011 for Board action and approved under the consent agenda.

We respectfully request Board approval for this letter of agreement.

If you have any questions, please feel free to contact me.



RECEIVED

5-19-11 *DLem*

ATLANTA
MIAMI
ORLANDO
ST. PETERSBURG
TALLAHASSEE
TAMPA

CARLTON FIELDS

ATTORNEYS AT LAW

WEST PALM BEACH

Stacey K. Sutton
Shareholder
Tel: (561) 650.0334
ssutton@carltonfields.com

CityPlace Tower
525 Okeechobee Boulevard, Suite 1200
West Palm Beach, Florida 33401-6350
P.O. Box 150
West Palm Beach, Florida 33402-0150

561.659.7070
561.659.7368 fax
www.carltonfields.com

May 4, 2011

Nancy C. Scowcroft
District School Board of Pasco County
7227 Land O'Lakes Blvd.
Land O'Lakes FL 34638

VIA E-MAIL

Re: School District of Pasco County/Imagine-Pasco, LLC

Dear Nancy:

We are writing to confirm that you would like to engage us as legal counsel in connection with the formal mediation of current charter disputes with Imagine-Pasco, LLC. We are pleased to have this opportunity to represent the School District of Pasco County, and we will endeavor at all times to provide effective, efficient, and responsive service.

It is our understanding that, in connection with this representation, we will prepare for and advise the Superintendent and other school district employees in anticipation of a formal mediation of the current dispute, attend mediation, and, if mediation is successful, to provide post-mediation services to finalize same, as needed. As this matter progresses, the nature or scope of the services we are to render may change and, in that event, it may be necessary for us to seek a modification of this agreement.

We are customarily compensated on an hourly basis for our services, and we propose to follow that arrangement here. My current hourly rate for this matter will be \$375. The rates of other attorneys in our firm range currently from \$195 for junior associates to over \$815 per hour for our most senior attorneys. These rates are periodically adjusted and the rates in effect when services are rendered will be used in preparing our statement. If you have any questions about those adjustments, we will, of course, be happy to discuss them with you.

We are mindful of your interest in controlling the cost of legal services, and we will make every effort to represent you efficiently and in a cost-effective manner. Toward this end, we will attempt to ensure that work is allocated among senior and junior attorneys (or paralegals, where appropriate) to maintain high quality service at a reasonable cost. To the extent practicable and

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CONTRACT REVIEWED
AND APPROVED:
KDJ 5/24/11

Nancy C. Scowcroft
May 4, 2011
Page 2

consistent with our professional responsibilities, we will accommodate your wishes about staffing this case.

Clients are responsible for our customary charges for expenses related to legal services rendered and for disbursements incurred by our firm on the client's behalf, as described in the enclosure "Charges and Terms for Legal Services," to which we respectfully direct your attention. Bills for some third party costs may be transmitted directly to you for payment, and it is expected that these bills will be paid by you upon receipt. The School District of Pasco County is responsible for all such costs and charges.

We will send you our invoice for our fees and costs each month. We will include with the invoice a reasonably detailed description of the services and costs covered by the invoice. Our statements are due on receipt. An additional explanation of our billing practices agreed to herein is provided in the enclosure.

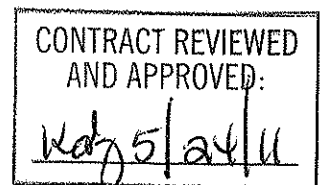
We will provide you with statements after the end of every month for work performed and expenses recorded on our books during the previous month. To deal with any concerns efficiently and while memories are fresh, it will be important for you to review all statements as soon as you receive them and notify us promptly of any concern. To that end, you agree to review each statement and notify our Firm in writing within 15 days of the date of the statement of any error, deficiency, or question about the statement or the services rendered, and agree that the absence of such notice will be deemed an agreement with the correctness and accuracy of the statement rendered. If any statement is not paid when due, then we must reserve the right to suspend performing legal services until you have made arrangements satisfactory to the Firm for payment of any amounts due and for future services and expenses.

We wish that we could give an estimate of the total fees and costs that our services in the above matter will involve; however, we cannot determine at present the amount of time or the costs that our services will involve or what level of expertise will be required. Because of these uncertainties, I am unable to provide you with any estimate of our fees upon which you could reasonably rely.

We encourage you to write or call us at any time if you have any question about our invoice or about our services. We will be pleased to discuss any concerns that you may have.

If these arrangements are satisfactory, please sign the enclosed copy of this letter and return it to me at your earliest convenience.

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Nancy C. Scowcroft
May 4, 2011
Page 3

We look forward to working with you on this matter, and, again, we appreciate the opportunity to be of service to you.

Very truly yours,

CARLTON FIELDS, P.A.

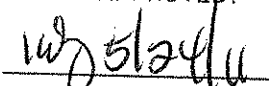
By: 
Stacey K. Sutton

SKS/plh
Enclosures

Accepted and agreed to this ____ day of _____, 2011.

SCHOOL DISTRICT OF PASCO COUNTY

By: _____
Joanne Hurley, Board Chairman

CONTRACT REVIEWED
AND APPROVED:


CARLTON FIELDS, P.A. CHARGES AND TERMS FOR LEGAL SERVICES

Our firm's goal is to provide its clients with legal services of high quality, rendered promptly and responsively to the clients' needs. In return, clients are expected to pay promptly the firm's statements for such professional services and related disbursements. The purpose of this memorandum is to set forth the basis upon which our firm bills its clients for legal services and related charges, and the terms on which such statements are rendered.

1. **The Basis for Fees.** In most cases, our firm's fees are determined with reference to the time expended by firm members, associates, and legal assistants on the matter, at hourly rates established in relation to the experience and skills of the person performing the work. Our firm's hourly rates are revised periodically to reflect increased skills, costs, and other factors. Clients may obtain information about the range of the rates currently in effect from the attorney in charge of the matter.

2. **Advance Payments of Fees and Other Charges.** Advance payments are applied first to disbursements and then to fees for legal services at applicable rates. Advance payments are held in a client trust account, until withdrawn. Our firm does not segregate advance payments received from clients nor earn or pay any interest with respect to them. If our firm's representation is terminated, unless otherwise agreed any portion of the advance payment not applied by or owed to our firm for its fees and disbursements with respect to services performed and disbursements accrued prior to such termination will be refunded.

3. **Other Charges and Disbursements.** Clients are billed for the costs incurred on their behalf such as filing fees, out-of-pocket expenditures, and travel as well as our customary charges related to legal services rendered, including long distance telephone, photocopying, messenger service, computerized research, mailing, express delivery, overtime secretarial charges, and other expenses. In addition, our firm bills clients for disbursements incurred by our firm on the client's behalf. Disbursements typically include travel expenses for attorneys and other personnel on behalf of the client, court stenographer's fees, filing and other fees, and bills rendered to the firm by third party providers of services. Costs are posted and billed based on standard rates published by the provider or contained in contracts with the firm. In some cases, the provider may grant volume discounts, which are not substantial in amount and are impossible to predict, and it is not practical to adjust the bill to reflect such discounts. Bills for some third party costs, including arbitration or mediation costs and expert witness fees, may be transmitted directly to the client for payment, and it is expected that these bills will be paid by the client upon receipt.

4. **Frequency of Billing.** Statements for services and disbursements are generally rendered monthly. However, in certain matters of transactional nature, our firm may render a statement upon the completion of the transaction or, if the transaction is not completed, at the time work is completed.

5. **Payment Terms.** All statements for professional fees, other charges, and disbursements are due upon receipt. Any invoice for which payment has not been received within 35 days of invoice date will bear interest at the statutory rate, which is 6% per annum for



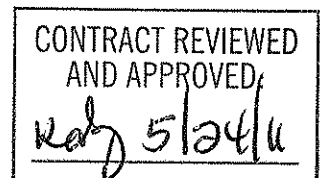
the current year in Florida and 7% per annum for the current year in Georgia, or at such higher rate as may be set forth in our engagement letter. Our firm reserves the right to terminate its services if statements are not paid when due. Termination will not discharge the obligation to pay our firm all amounts owed.

6. **Document Retention.**

Your Documents Submitted to Us. We will return any original documents you submit to us after they are no longer needed for the representation. After the matter is concluded we review our files for such original documents and then return them. Nevertheless, please keep copies of original documents you send us.

Your Documents Relating to the Matter. If this is a matter in litigation, or as to which litigation is anticipated, PLEASE do not destroy any documents or physical thing connected in any way with the dispute. If you have a program of regularly destroying old documents, please suspend it with respect to documents that might be associated with the matter. This also applies to electronic records, e-mails, and the like. We will discuss this subject with you at greater length, but recent developments in the law have made the matter of document preservation important.

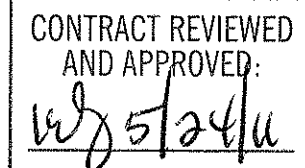
Our Document Retention. After a matter is concluded, our policy is to a) return original client documents; b) destroy duplicates, drafts, non-essential or interim pleadings, depositions, and discovery, incidental correspondence, and the like; c) store the remaining file at a secure off-site facility for 6 years and d) destroy the file after 6 years with no further notice. Please let us know if you want us to deliver any part of the file to you after the matter is concluded.



CARLTON FIELDS, P.A. BASIS OF CHARGES FOR ANCILLARY SERVICES

January 1, 2011

<u>COMPUTER RESEARCH</u> (Includes Westlaw, Lexis and All Other On-Line Computer Searches)	Standard Lexis, Westlaw rates without markup
<u>LITIGATION SUPPORT</u>	Please refer to the attached Litigation Support Cost Sheet.
<u>SECRETARIAL/WORD PROCESSING OVERTIME</u>	\$ 40 per Hour
<u>POSTAGE</u>	Actual Cost
<u>FEDERAL EXPRESS/UPS</u>	Actual Cost
<u>MILEAGE REIMBURSEMENT</u>	\$.51 (51 cents) per mile (Will change as the IRS changes the amount of the allowable mileage reimbursement)
<u>FAX TRANSMISSIONS</u>	\$ 1.00 per page for outgoing faxes plus the cost of any long distance phone call
<u>TELEPHONE CHARGES</u>	Clients are billed for the actual cost of long distance calls. Cellular phone calls are billed at \$.20 per minute.
<u>REPROGRAPHIC SERVICES</u>	Clients will be charged \$.20 per copy for routine reproduction services and \$1.00 per copy for color reproduction services.
<u>OUT-OF-POCKET COSTS</u>	Clients are requested to provide a cost retainer to cover estimated out-of-pocket costs which may be incurred by the Firm during the representation.



Practice Technology Cost Sheet

EFFECTIVE NOVEMBER 1, 2009

\Task		Our Charge
CD/DVD/Media		
CD Master	Per CD	\$25
CD Duplicate	Per CD	\$10
DVD Master	Per DVD	\$35
DVD Duplicate	Per DVD	\$20
Hard Drive	Per Hard Drive	actual cost
Scanning:		
Grade A	Per Page	\$.06
Grade B	Per Page	\$.08
Grade C	Per Page	\$.10
Grade D	Per Page	\$.12
OCR	Per Page	\$.02
FTP Site Creation and maintenance	Per Hour	\$115
Database Creation	Per Hour	\$175
Database / Application Training	Per Hour	\$175
Graphics Design / PowerPoint	Per Hour	\$115
Videography and Photography	Per Hour	\$115
Video Editing	Per Hour	\$115
Trial / Mediation / Presentation Services	Per Hour	\$175
Color Printing / Color Photographs -		
Up to 8½" x 11" (color)	Per Unit	\$1
8½" x 14" to 11" x 17" (color)	Per Unit	\$2
Up to 30" x 40" Plain Paper	Per Unit	\$4
Up to 30" x 40" Glossy Paper	Per Unit	\$8
Image Print / Electronic Files		
Up to 8½" x 11" (b&w)	Per Unit	\$.10
8½" x 14" to 11" x 17" (b&w)	Per Unit	\$.25
Up to 30" x 40" Plain Paper	Per Unit	\$2
Up to 30" x 40" Glossy Paper	Per Unit	\$4
Trial Boards		
.....Color	18x24	\$65
	24x36	\$100
	30x40	\$125
	36x48	\$150
..... B&W	18X24	\$35
	24x36	\$45
	30x40	\$55
	36x48	\$65
Camera Rental and Professional Production	Per Day/Week	actual cost
Elmo Rental	Per Day/Week	\$100/day \$400/week
Other Equipment Rental	Per Day/Week	actual cost

Note: Approved by A. Hiotis 09/2009

18838114.1

CONTRACT REVIEWED
AND APPROVED:
W. J. [Signature]

CARLTON FIELDS, P.A. – IRS REGULATIONS ON WRITTEN TAX ADVICE June 2005

The U.S. Treasury Department has adopted new regulations that govern how attorneys and certain other tax advisors provide written and e-mail tax advice to their clients. The regulations, known as Circular 230, have become effective. Severe penalties may be imposed on a firm and its professionals for failure to comply with these new regulations. These regulations will impact how we, and other responsible tax professionals, give written tax advice. Changes you should anticipate as a result of the changes and some background for the rules follow. Unfortunately, we and other responsible tax professionals expect that these rules will increase the cost of delivering written tax advice to you, especially when you ask us for a formal tax opinion.

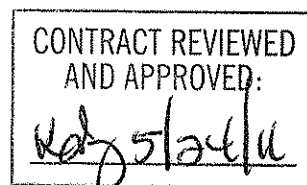
Circular 230 regulates the conduct of tax practitioners before the Internal Revenue Service ("IRS") and sets forth standards of practice for tax practitioners. As a result of the Treasury's well-publicized war on abusive tax shelters, Congress and the President enacted legislation in 2004 expanding the authority of Circular 230. The new regulations are the product of this authority and are designed to target practitioners who structured and promoted abusive tax shelters and touted their written tax opinions as immunity from penalties. The regulations go much further, however, and apply to nearly all written tax advice that is tax motivated in a material way. As a direct result, the regulations will frequently restrict the ordinary, day-to-day communications between attorney and client relating to all written tax advice, including advice that is not an abusive tax shelter.

Notwithstanding that the regulations are viewed as overreaching by many, as responsible tax professionals, we are obligated to comply with them when giving tax advice to you in writing or by e-mail. Therefore, we have implemented procedures and standards to comply with Circular 230. As a result, you will see changes in our written and e-mail communications with you, particularly in the use of a tax disclaimer that is mandated by the new rules in most situations. This disclaimer, in the form below, will be affixed to all of our outgoing e-mails that contain any level of tax advice. The disclaimer says:

TAX ADVICE DISCLAIMER

The advice contained in this communication is intended solely to inform you of the state of the tax law and is not an opinion of Carlton Fields, P.A. for purposes of 31 CFR Part 10, commonly referred to as "Circular 230." As such, you may not rely on the information contained herein for the purpose of avoiding tax penalties.

We will consult with you about costs and complexities in deciding if and when to issue a full and formal opinion on all significant tax issues in a transaction, after duly verifying the facts, or giving written advice that contains the disclaimer shown above. Our time and cost and the expense to you of a formal, written opinion or determining that the new rules do not apply are likely to vastly outweigh the benefit of the written advice to you. Thus, we expect that in most cases it will be more cost effective to you to include the disclaimer in any written communication when possible under the regulations.




You may question the benefit of the advice that bears the disclaimer, even if it is less costly. Please keep in mind that our use of the disclaimer does not diminish our legal advice or the authorities we relied on in giving it. The use of the disclaimer only means that you may not avoid the accuracy-related penalty (applies to negligence or a substantial understatement of tax) based on reliance on our advice if the tax treatment discussed in our advice is not sustained. Other defenses to a penalty may still be asserted, such as the existence of "substantial authority" that supports the position.

We can and will issue written, formal opinions upon which you can rely for penalty-avoidance purposes, but those opinions will have to conform to the requirements imposed by the new regulations. The procedures we have adopted do not change the care or professionalism we will provide you or in the type of advice we will offer you. We will continue to deliver the highest quality service to you in a cost efficient manner. Where required by the Treasury and IRS we will add the disclaimer. In cases where you ask us to render a formal, written opinion, and we determine in our professional judgment that an opinion is appropriate, we will do so in compliance with Circular 230. In that case, the final written opinion will not carry the disclaimer.

Please call us if you have any questions about how Circular 230 may affect our representation of you.

Joanne Hurley, Board Chairman

Date


Signature _____ Date 5/15/11
Kendra Goodman, Purchasing Agent
District School Board of Pasco County