



# 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](http://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](mailto:kgoodman@pasco.k12.fl.us)

July 5, 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:  
Department of Employee Benefits and Risk Management  
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 employee benefits, IRS compliance; tax sheltered annuities as well as other related issues. Gray Robinson P.A. has rendered these services to the District for several years. The Department of Employee Benefits and Risk Management (EBARM) is requesting approval of this contract for the 2011-2012 school year.

The District is permitted to negotiate for legal services based on Florida Administrative Code Rule 6A-1.012(11) (a). The attached LOE was reviewed and approved by the Board's attorney from McClain, Alfonso, Meeker & Dunn P.A. via email correspondence dated June 16, 2011.

EBARM requests Board approval of this contract, and permission to place a purchase order not to exceed \$10,000.00. Insurance funds cover the costs of this service. This is the same amount which was approved for the 2010-2011 school year. If you have any questions, please feel free to contact Mary Tillman, Director of EBARM, or me at your earliest convenience.

KDG/mw  
Attachments



## District School Board of Pasco County

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

Heather Fiorentino, Superintendent

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Employee Benefits, Assistance & Risk Management

Mary Tillman, Director

813/794-2759 Fax: 813/794-2173

727/774-2759 TDD: 813/794-2484

352/524-2759 e-mail: [mtillman@pasco.k12.fl.us](mailto:mtillman@pasco.k12.fl.us)

**DATE:** July 5, 2011

**TO:** Kendra Goodman, Purchasing Agent

**FROM:** Mary Tillman, Director of EBARM *Mary H. Tillman*

**RE:** Contract for Legal Services between District School Board of Pasco County and GrayRobinson, PA

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Attached is the proposed 2011-2012 contract for legal services between the District School Board of Pasco County and GrayRobinson, PA. 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. GrayRobinson PA provides legal services related to employee benefits, IRS compliance; tax sheltered annuities as well as other related issues. Insurance funds cover the costs of this service.

We respectfully request authorization to issue a blanket purchase order not to exceed \$10,000 to begin July 1, 2011.

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

Thank you in advance for your assistance.

GRAY | ROBINSON  
ATTORNEYS AT LAW

SUITE 2200  
201 N. FRANKLIN STREET (33602)  
POST OFFICE BOX 3324  
TAMPA, FL 33601-3324  
TEL 813-273-5000  
FAX 813-273-5145  
gray-robinson.com

CLERMONT  
JACKSONVILLE  
KEY WEST  
LAKE LAND  
MELBOURNE  
NAPLES  
ORLANDO  
TALLAHASSEE  
TAMPA

813-273-5276

LWALTERS@GRAY-ROBINSON.COM

June 13, 2011

VIA ELECTRONIC MAIL ONLY

Kendra Goodman, CPPO, CPPB, Purchasing Agent  
Department of Purchasing  
District School Board of Pasco County  
20430 Gator Lane  
Land-O'Lakes, FL 34638

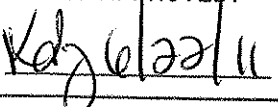
*Re: Engagement Letter –Employee Benefit Plans  
Pasco County School Board*

Dear Ms. Goodman:

We look forward to continuing to work with the Pasco County School Board ("Board") with respect to its employee benefit plans. Direction for services under this contract will be given by Ms. Mary Tillman, Director of Employee Benefits, and invoices will be submitted to her for approval. Any requested expansion of the scope of services outlined herein will be mutually negotiated and added as an Addendum hereto. Ms. Tillman indicated that electronic mail is the preferred method of communication, and has provided us with an e-mail address for that purpose.

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 govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made.

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.

CONTRACT REVIEWED  
AND APPROVED:  


Kendra Goodman, CPPO, CPPB, Purchasing Agent  
June 13, 2011  
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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.

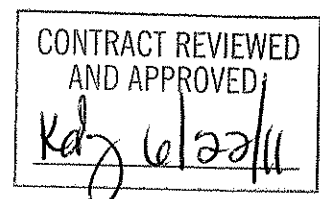
The following arrangement is proposed regarding fees and costs:

For continuing legal services with respect to the retirement plans and cafeteria plan sponsored by the Board, please issue a purchase order approving up to \$10,000 for legal services through June 30, 2012.

In general, we will charge for our services on an hourly basis. At the present time, my hourly rate is \$300 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. The hourly rates of the individuals with whom I commonly work range from \$140 to \$300. 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. Further, computer research, and other technology may also be utilized if and when appropriate and in your best interest. You will be billed for the use of the same.

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.



Kendra Goodman, CPPO, CPPB, Purchasing Agent  
June 13, 2011  
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If this meets with your approval, please indicate by having a 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.

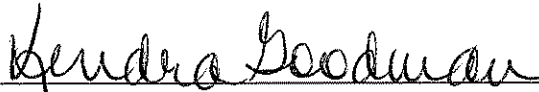
Sincerely,



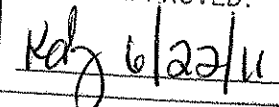
Lowell J. Walters

cc via email: Mary Tillman

The terms of this representation are accepted this  
\_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

  
By: Kendra Goodman, CPPO, CPPB, Purchasing Agent

\_\_\_\_\_  
Joanne Hurley, Board Chairman                      Date

CONTRACT REVIEWED  
AND APPROVED:  


## 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.

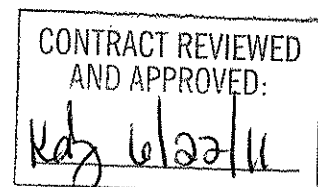
### EXPENSES:

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 monthly or periodically, in arrears. Payments are due 30 days after receipt of invoice. 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.

