

Type of Contract:
Contract Amendment

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950

Fiscal Year (FY): 2020-21

Person to Call for Pick up: Melissa Allen Phone: 919-533-7772

Name of Contract: Tharrington Smith Contract Amendment Fee Structure

If Change Order - (Amount +/-): \$0 Total Contract Amount: \$1,375,477.00

Board Action: (Required at \$100,000) Yes No Board Meeting Date: June 1, 2021

Budget Code: See attached PO.

Items of Special Note: To acknowledge the additional fees for the engagement of the demographer to begin the redistricting services. The current PO has sufficient funds to cover this costs.

To be completed by the School or Department required for all contracts \$2,500 and up
INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:

	Initial	Date
Fiscal Administrator (\$2,500 and up and all MOAs)	<u>TP</u> <small>DS</small>	<u>5/21/2021</u>
Administrator (\$2,500 - \$9,999 and All MOAs)	<u>Md</u> <small>DS</small>	<u>5/21/2021</u>
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	_____	_____
Superintendent/Chief Officer (\$100,000+ and All MOAs)	<u>COH</u> <small>DS</small>	<u>5/21/2021</u>

To be completed by the Administrative Services required for all contracts \$2,500 and up

	Initial	Date
Risk Management (Insurance Review)	<u>gcb</u> <small>DS</small>	<u>5/22/2021</u>
Finance Officer	<u>MU</u> <small>DS</small>	<u>5/24/2021</u>
Chief Business Officer (Required ≥ \$100,000)	<u>DN</u> <small>DS</small>	<u>5/24/2021</u>
School Board Attorney (As required by the Chief Officer or Superintendent)	_____	_____

Comments:

Non-standard contract certification - "This instrument has been preaudited in the manner required by the School Budget and Control Act. G.S. 115C-441(a)."

Finance Officer _____ Date _____

POR Approval _____ FIN 25138



WAKE COUNTY
BOARD OF EDUCATION

June 1, 2021

Wake County
Board of Education
Board of Education
PRECIS

Subject

AMMENDMENT TO THARRINGTON SMITH CONTRACT

**Department, Board/Staff Liaison(s), and any Presenters from
Outside the District**

David Neter, Chief Business Officer

Main Points

The Board is requesting an amendment be made to the current contract with Tharrington Smith for them to provide services related to board electoral redistricting and to engage a third party demographer.

Fiscal Implications

Standard existing Tharrington Smith rates apply and there is a fee of \$10,000 for the engagement of the demographer.

Savings

N/A

Recommendation for Action / Next Steps

Board approval is requested.

**AGREEMENT BETWEEN
THE WAKE COUNTY BOARD OF EDUCATION
AND THARRINGTON SMITH
FOR THE PROVISION OF LEGAL SERVICES**

Effective January 1, 2020, the law firm of Tharrington Smith agrees to serve as attorneys to the Wake County Board of Education under the following terms and conditions:

1. **Retainer and General Services.** The Wake County Board of Education will pay a retainer of three thousand dollars (\$3,000.00) per month billed at the beginning of each month. This retainer will cover the attendance at up to two regular board meetings per month as designated by the Chairman of the Board of Education or Superintendent; and brief telephone or email communication. The Board of Education will be billed at the beginning of each month and bills will include a statement of charges for additional services for the preceding one-month period.

2. **Additional Services and Litigation.** Additional legal and paralegal services not covered by the retainer will be billed at \$215.00 for partners, \$200.00 for associates and \$120.00 for paralegals.

3. **Costs.** Any out-of-pocket expenses, including travel, copies, court costs, title insurance, telephone calls, conventions or conferences approved by the Superintendent will be billed at our cost.

4. **Contract Revisions.** Upon mutual agreement the contract may be revised at any time.

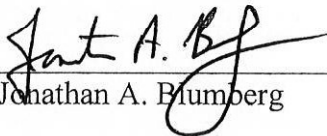
5. **Lunsford Act.** Tharrington Smith also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Tharrington Smith shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Tharrington Smith's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Tharrington Smith shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Tharrington Smith shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Tharrington Smith's execution of the Contract and prior to performing any services on School System property. In addition, Tharrington Smith agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Tharrington Smith further agrees to conduct annual registry checks of

all contractual personnel and provide annual certifications at each anniversary date of this Contract. Tharrington Smith shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Tharrington Smith agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Tharrington Smith specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. If requested by the School System, the Tharrington Smith shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the School System to perform a criminal background check on each individual at the School System's expense. Tharrington Smith further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Tharrington Smith from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

6. **Term.** The contract will continue in effect unless terminated by either party upon (30) thirty days notice.

THARRINGTON SMITH

WAKE COUNTY BOARD OF EDUCATION

By: 
Jonathan A. Blumberg

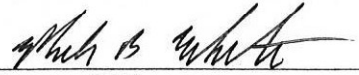
By: 
Dr. Jim Martin, Chairperson

Date: 1/16/19

By: 
Dr. Cathy Q. Moore, Superintendent

Date: 10/4/19

Pursuant to N.C. Gen. Stat. §115C-441(a), this instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.


Finance Officer

9/19/19
Date

STATE OF NORTH CAROLINA

WAKE COUNTY

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE WAKE COUNTY BOARD OF EDUCATION
AND THARRINGTON SMITH
FOR THE PROVISION OF LEGAL SERVICES**

The Wake County Board of Education (“Board”) and the law firm of Tharrington Smith, LLP (“Tharrington Smith”) agree to the following amendment to the Agreement between the Wake County Board of Education and Tharrington Smith for the Provision of Legal Services made and entered into between the parties on the 4th day of October 2019, and reapproved by the Board in December 2020 (the “Agreement”):

1. Revision to Additional Services and Litigation. The parties agree to include additional approval of work with regard to redistricting services after the 2020 census as follows:

Tharrington Smith will serve as the Board’s legal counsel for its 2020 redistricting. Tharrington Smith will engage the services of a professional demographer, Blake Esselstyn, to analyze census data and prepare maps.

Tharrington Smith will consult with and advise the Board, and work with district staff, to identify possible changes to the Board’s election districts; prepare up to three (3) alternative redistricting plans for the Board’s consideration; and prepare any resolutions, ordinances, or other documents needed to accomplish the redistricting. Tharrington Smith will also assist with holding a public hearing and will electronically export the final redistricting plan to the Board of Elections and other entities of your choice.

For this work, Tharrington Smith will provide services under our firm’s current retainer agreement with the school system (originally executed on October 4, 2019 and reapproved by the Board in December 2020), and will bill the demographer’s fee of \$10,000 as an expense on your regular monthly bill. Please note that the demographer’s fee includes up to two trips to Cary to meet with the Board and/or staff as well as three alternative redistricting plans. Should the Board request additional visits from the demographer, they will be billed at \$275 per hour. Additional redistricting plans will be billed at \$2500 per plan.

2. Agreement Otherwise Unchanged. The parties agree that in all other respects, except as specifically amended by fully-executed written addendum to the Agreement, the Agreement remains unchanged and all of its terms remain in full force and effect and as a binding agreement between the parties

IN WITNESS WHEREOF, the Board and Tharrington Smith, LLP have approved this First Amendment upon the conditions stated above this _____ day of April, 2021.

WAKE COUNTY BOARD OF EDUCATION

Chairperson

ATTEST:

Superintendent

THARRINGTON SMITH, LLP.

Jonathan Blumberg

Pursuant to N.C. Gen. Stat. §115C-441(a), this instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

DocuSigned by:

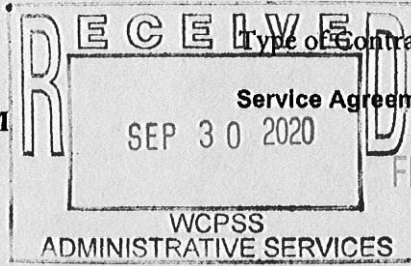
Mark Winters

Mark Winters, Finance Officer

5/24/2021

Date

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950



Fiscal Year (FY): 2020-2021

Person to Call for Pick up: Melissa Allen Phone: 533-7772

Name of Contract: Tharrington Smith, LLC

If Change Order - (Amount +/-): _____ Total Contract Amount: \$ 1,375,477.00

Board Action: (Required at \$100,000) Yes No Board Meeting Date: ~~10/06/2020~~ 11/10/20

Budget Code: 02.6920.801.311.0171.0900

Items of Special Note: _____

To be completed by the School or Department required for all contracts \$2,500 and up
INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:

	Initial	Date
Fiscal Administrator (\$2,500 and up and all MOAs)	<u>[Signature]</u>	<u>9/24/20</u>
Administrator (\$2,500 - \$9,999 and All MOAs)	<u>MBA</u>	<u>9/24/20</u>
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	_____	_____
Chief Officer (\$100,000+ and All MOAs)	<u>CSU</u>	<u>9/25/20</u>

To be completed by the Administrative Services required for all contracts \$2,500 and up

	Initial	Date
Risk Management (Insurance Review)	<u>RCB</u>	<u>9/30/20</u>
Finance Officer *	<u>[Signature]</u>	<u>9/30/20</u>
Chief Operating Officer (Required ≥ \$100,000)	<u>[Signature]</u>	<u>9/30/20</u>
School Board Attorney (As required by the Chief Officer or Superintendent)	_____	_____

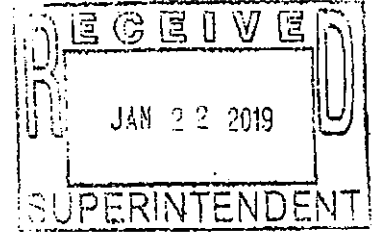
Comments: _____

* "This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act." G.S. 115C-441(a).

FIN 24225



CRIMINAL DEFENSE
DIVORCE & FAMILY LAW
EDUCATION LAW
CIVIL LITIGATION
APPEALS



January 16, 2019

Dr. Jim Martin
Board Chair
Wake County Board of Education
5625 Dillard Drive
Cary, NC 27518

Cathy Q. Moore
Superintendent
Wake County Public School System
5625 Dillard Drive
Cary, NC 27518

Re: Retainer Rates

Dear Jim and Cathy:

In recognition of the financial challenges facing our school district clients in recent years, we have been fortunate to maintain low flat rates for our retainer clients. The last rate increase was for \$5.00 and was effective July 2018. Unfortunately, our expenses have continued to increase. In order to continue to hire and retain high quality staff and to maintain our level of services, we have scheduled a modest \$5.00 rate increase. In appreciation of our longstanding relationship with the Wake County Public School System, we are delaying the increase for an additional 6 months so the effective date would be January 1, 2020. The new rates will be as follows:

Effective January 1, 2020

Partners	\$215.00
Associates	\$200.00
Paralegals	\$120.00

Please know that the \$3,000.00 monthly retainer will remain the same. We have not increased that amount in this proposed agreement.

I am attaching a proposed retainer agreement to reflect this change and would ask that the item be added to the agenda at an upcoming meeting. It has been our pleasure to serve the Wake County Board of Education over the past years and we look forward to continuing to work with you. If you have any questions, please do not hesitate to call.

Very truly yours,

THARRINGTON SMITH, L.L.P.

Jonathan Blumberg

Enclosure

c: David Neter
Mark Winters

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THE WAKE COUNTY BOARD OF EDUCATION
AND THARRINGTON SMITH
FOR THE PROVISION OF LEGAL SERVICES**

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3. **Costs.** Any out-of-pocket expenses, including travel, copies, court costs, title insurance, telephone calls, conventions or conferences approved by the Superintendent will be billed at our cost.

4. **Contract Revisions.** Upon mutual agreement the contract may be revised at any time.

5. **Lunsford Act.** Tharrington Smith also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Tharrington Smith shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Tharrington Smith's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Tharrington Smith shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Tharrington Smith shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Tharrington Smith's execution of the Contract and prior to performing any services on School System property. In addition, Tharrington Smith agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Tharrington Smith further agrees to conduct annual registry checks of

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6. Term. The contract will continue in effect unless terminated by either party upon (30) thirty days notice.

THARRINGTON SMITH

WAKE COUNTY BOARD OF EDUCATION

By: *Jonathan A. Blumberg*
Jonathan A. Blumberg

By: *Dr. Jim Martin*
Dr. Jim Martin, Chairperson

Date: 1/16/19


By: *Dr. Cathy Q. Moore*
Dr. Cathy Q. Moore, Superintendent

Date: 10/4/19

Pursuant to N.C. Gen. Stat. §115C-441(a), this instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

Mark B. White
Finance Officer

9/19/19
Date

	WAKE COUNTY PUBLIC SCHOOL SYSTEM
	1551 ROCK QUARRY ROAD RALEIGH, NC 27610-4145

PURCHASE ORDER
233244
Page 1 of 1

INVOICE TO	WAKE COUNTY PUBLIC SCHOOL SYSTEM
	ACCOUNTING DEPARTMENT 111 CORNING ROAD, Suite 250 CARY, NC 27518

PAYMENT TERMS Immediate
PO REVISION 0

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTIONS ON REVERSE.

TO	THARRINGTON SMITH & HARGROVE
	150 FAYETTEVILLE ST STE 1800 RALEIGH, NC 27601

SHIP TO	Board of Education
	Crossroads I, 5625 Dillard Drive Cary, NC 27518

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
24-SEP-20	Destination	Prepaid	Gooding, Petra, pgooding@wcpss.net 919-588-3456 EXT. 83456

WCPSS Deliver To Only: Allen, Ms. Melissa R

Board of Education (CATHY MOORE)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		02.6920.801.311.0171.0900.000 TO ENCUMBER FUNDS FOR THARRINGTON SMITH FOR: JULY 1, 2020 THROUGH JUNE 30, 2021 LEGAL FEES: PARTNERS - \$215.00 ASSOCIATES - \$200.00 PARALEGALS - \$120.00	1325477	Dollar	1.00	
2		04.6570.862.529.0747.0940.000 FD&C PROGRAM MANAGEMENT BOE: 10/6/2020	50000	Dollar	1.00	

RECEIVER'S SIGNATURE Certifying that the above
Goods or services has been received

DATE

PARTIAL

FINAL

BUDGET MANAGER'S SIGNATURE Certifying Receipt
and that all regulations set forth by the Finance
Manual and Board Policy were followed

DATE

MATERIAL RECEIVING REPORT

Attachment A

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR OWNER'S REPRESENTATIVE

Project Name: _____ Contract: _____

Check the appropriate box to indicate the type of check:

Initial Supplemental Annual

I, Wendi S. LeConey (insert name), Office Manager (insert title) of Thalington Smith, LLP (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov>). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names	Job Title
1. <u>Jonathan Blumberg</u>	<u>Attorney</u>
2. <u>Vernon Malone</u>	<u>Attorney</u>
3. <u>Kenneth Soo</u>	<u>Attorney</u>
4. <u>Carolyn Muechison</u>	<u>Attorney</u>
5. <u>Eva Dubuisson</u>	<u>Attorney</u>
6. <u>Colin Shive</u>	<u>Attorney</u>
7. <u>Melissa Michaud</u>	<u>Attorney</u>

I attest that the forgoing information is true and accurate to the best of my knowledge.

Wendi S. LeConey (print name)

Wendi S. LeConey 12/11/20 (signature / date)

Attachment A – continued

Sexual Offender Registry Check Certification Form

- 8. Deborah Stagner – Attorney**
- 9. Neal Ramee – Attorney**
- 10. Adam Mitchell – Attorney**
- 11. Stephen Rawson – Attorney**
- 12. Maura O’Keefe – Attorney**
- 13. David Noland – Attorney**
- 14. Patricia Robinson – Attorney**
- 15. Lindsay Vance Smith – Attorney**
- 16. Jason Weber – Attorney**
- 17. Kunal Choksi – Attorney**
- 18. Keyonna Smith – Office Assistant**
- 19. Connor McDowell – Office Assistant**