

Type of Contract:
Non-Standard Agreement

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950

Fiscal Year (FY): 2021-22

Person to Contact : Melissa Allen Phone/Email: 919-533-7772

Name of Contract: Tharrington Smith, LLP

If Change Order - (Amount +/-): \$0.00 Total Contract Amount: \$1,375,000.00

Board Action: (Required at \$100,000) Yes No Board Meeting Date: 10/5/2021
Budget Code: 02.6920.801.311.0171.0900 - \$1,300,000.00 and 04.6570.862.529.0747.0940 - \$75,000.00

Items of Special Note: FY 2021-22 contract with amendment #2 increase in fees effective January 1, 2022.

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	Comments
Fiscal Administrator (\$2,500 and up and all MOAs)	<u>TP</u>	<u>9/22/2021</u>	
Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)	<u>ma</u>	<u>9/23/2021</u>	
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<u>MS</u>	<u>9/23/2021</u>	
Superintendent/Chief Officer (\$100,000+ and All MOAs)	<u>COH</u>	<u>9/23/2021</u>	

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

	Initial ^{DS}	Date	Comments
Risk Management (Insurance Review)	<u>gcb</u>	<u>9/24/2021</u>	
Finance Officer	<u>MBW</u>	<u>9/23/2021</u>	
Chief Business Officer (Required ≥ \$100,000)	<u>DN</u>	<u>9/24/2021</u>	
School Board Attorney (As required by the Chief Officer or Superintendent)			

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

Finance Officer _____ Date _____

POR Approval PG





WAKE COUNTY PUBLIC SCHOOL SYSTEM
 DocuSign Envelope ID: 27994F6C-1394-4D82-9FAA-151B78C73267
RALEIGH, NC 27610-4145

PURCHASE ORDER
242271
 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 - 900
Crossroads I, 5625 Dillard Drive
Cary, NC 27518

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
23-SEP-21	Destination	Prepaid	Gooding, Petra, pgooding@wcpss.net 919-588-3456 EXT. 83456

WCPSS Deliver To Only: Allen, Ms. Melissa R Board of Education - 900 (MARK STRICKLAND)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		02.6920.801.311.0171.0900.000 LEGAL SERVICES - THARRINGTON SMITH LLP - 7/1/2021 - 6/30/2022 LEGAL FEES 7/1/2021 - 12/31/2021 - PARTNERS - \$215/HR / ASSOCIATE - \$200/HR / PARALEGAL \$120/HR LEGAL FEES 1/1/2022 - 6/30/2022 - PARTNERS - \$225/HR / ASSOCIATE - \$210/HR / PARALEGAL \$125/HR	1300000	Dollar	1.00	1,300,000.00
2		04.6570.862.529.0747.0940.000 FD & C PROGRAM MANAGEMENT	75000	Dollar	1.00	75,000.00
Net Total:						1,375,000.00

PRE-AUDIT CERTIFICATE
 THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER
 REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

Mark B. Wharton
 FINANCE OFFICER

* WAKE COUNTY PUBLIC SCHOOL SYSTEM *
 * IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC *
 * SALES TAX WHEN INVOICING. *

Debra S. Wallace
 SENIOR DIRECTOR OF PURCHASING

PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE** – Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order. By accepting this purchase order, the vendor grants to the purchaser the right to audit vendor's books and records and to make any copies and extracts of any books or records related to the performance of this contract.
2. **PRICES** – Invoices cannot exceed the net total of this order with the exception of sales tax. Sales tax must be invoiced by the vendor. Sales tax is applicable on all orders and the vendor is required to collect and remit to the N.C. Department of Revenue.
3. **PRICE INCREASES** – All requests for price increases or additional shipping charges must be approved by the Purchasing Department prior to shipment. Send request to Purchasing Department, Wake County Public School System, 1551 Rock Quarry Road, Raleigh, N.C. 27610-4145, or Phone (919) 588-3444, or Fax (919) 856-8107.
4. **DELIVERY** – Each shipment must be plainly labeled with the Purchase Order Number and delivered to the address and marked to the attention of the individual or department indicated on the face of this order. A complete packing list must accompany each shipment with any cancellation/back orders indicated.
5. **REJECTED MATERIALS** – Substitute items which are rejected will be returned to the vendor at the vendor's risk and expense.
6. **INVOICES** – Mail, deliver or email all invoices to Accounting Department, Wake County Public School System, 111 Corning Rd, Suite 250, Cary, N.C. 27518. Phone (919) 694-0312. Email: acctspay@wcpss.net. Invoices must show our Purchase Order Number. Invoices will not be paid prior to receipt of items ordered. Adequate and reasonable descriptions and/or written documentation are required for all invoices. All invoices must be in U.S. Dollars.
7. **CANCELLATION** - Wake County Public School System reserves the right to cancel this order in whole or in part at any time by written or telephone notice effective upon receipt by vendor. Any item on this order not received within 61 days from the date of the order, will automatically be cancelled.
8. **ASSIGNMENT** - This Purchase Order may not be assigned by the vendor in whole or in part without prior approval from Wake County Public School System's Purchasing Department.
9. **FREIGHT** - Freight charges and cash discounts are indicated on the face of this Purchase Order.
10. **LEGAL** - It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State or Local laws relative thereto. Also, the vendor shall defend actions or claims brought and save harmless Wake County Public School System or its officials or employees from loss, cost, or damage by reason of actual or alleged violation.
11. **COMPLIANCE WITH E-VERIFY** - Provider shall comply with all applicable laws and regulations in providing services under this contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
12. **COMPLIANCE WITH AFFORDABLE CARE ACT** - Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
13. **IRAN DIVESTMENT ACT** - Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.

Vendor is specifically reminded that state law and board policy prohibit vendors from giving gifts or favors to school system employees in any way involved in the contracting process.

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 - 900
 Crossroads I, 5625 Dillard Drive
 Cary, NC 27518

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
23-SEP-21	Destination	Prepaid	Gooding, Petra, pgooding@wcpss.net 919-588-3456 EXT. 83456

WCPSS Deliver To Only: Allen, Ms. Melissa R Board of Education - 900 (MARK STRICKLAND)

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2		04.6570.862.529.0747.0940.000 FD & C PROGRAM MANAGEMENT	75000	Dollar	1.00	

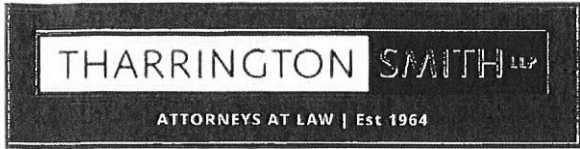
RECEIVER'S SIGNATURE Certifying that the above
 Goods or services has been received

 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



CRIMINAL DEFENSE
DIVORCE & FAMILY LAW
EDUCATION LAW
CIVIL LITIGATION
APPEALS

August 25, 2021

Keith Sutton
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 Keith 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 request was in October 2019. 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 are requesting an increase to the hourly rates effective January 1, 2022 and leave the retainer amount the same. The requested rates are as follows:

Effective January 1, 2022

Partners	\$225.00
Associates	\$210.00
Paralegals	\$125.00

Please know that the monthly retainer amount will remain at \$3000.00.

I am attaching a proposed Second Amendment to the Retainer Agreement to reflect this change and would ask that the item be added to the agenda at an upcoming meeting. I am attaching a copy of the executed Retainer Agreement as well as the First Amendment for your convenience. 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: Melissa Allen
Mark Winters

STATE OF NORTH CAROLINA

WAKE COUNTY

**SECONDDAMENDMENT 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 Second 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, reapproved by the Board in December 2020, and amended on June 1, 2021 (the "Agreement"):

1. Revision to Additional Services and Litigation. The parties agree to increase the hourly rates noted in Paragraph 2 effective January 1, 2022 to Partners - \$225; Associates - \$210; Paralegals \$125.

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 Second Amendment upon the conditions stated above this _____ day of _____, 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.

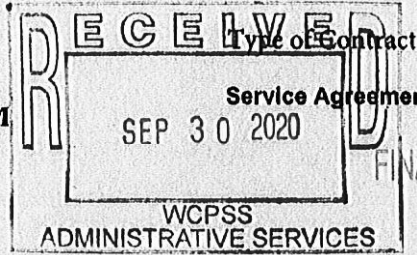
DocuSigned by:
Mark B. Winters

A0D8D05FC819464
Mark Winters, Finance Officer

9/23/2021

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>RA</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

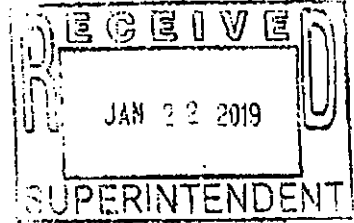
	Initial	Date
Risk Management (Insurance Review)	<u>gcb</u>	<u>9/30/20</u>
Finance Officer *	<u>lu</u>	<u>9/30/20</u>
Chief Operating Officer (Required ≥ \$100,000)	<u>QU</u>	<u>9/30/20</u>
School Board Attorney (As required by the Chief Officer or Superintendent)	_____	_____

Comments: _____

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



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

P: 919.885.5022
F: 919.861.1338

150 Fayetteville Street | Suite 1800 | Raleigh, NC 27601
PO Box 1151 | Raleigh, NC 27602-7151

info@TharringtonSmith.com
TharringtonSmith.com

**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.

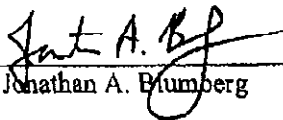
5. **Lunsford Act.** Tharrington Smith also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Tharrington Smith shall conduct or arrange to have conducted, 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

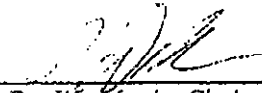
all contractual personnel and provide annual certifications at each anniversary date of this Contract. Tharrington Smith shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Tharrington Smith agrees 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.

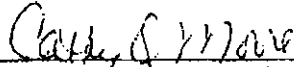
THARRINGTON SMITH

WAKE COUNTY BOARD OF EDUCATION

By: 
Jonathan A. Blumberg

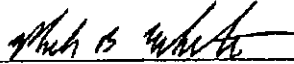
By: 
Dr. Jim Martin, Chairperson

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

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>MA</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>COM</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>MW</u> <small>DS</small>	<u>5/24/2021</u>
Chief Business Officer (Required ≥ \$100,000)	<u>DN</u>	<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

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:

Cary D. Moore
Superintendent

THARRINGTON SMITH, LLP.

DocuSigned by:
Jonathan Blumberg
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Citizens Insurance Services 8510 Colonnade Center Drive 5th Floor PO Box 29611 (27626-0611) Raleigh, NC 27615	CONTACT NAME: PHONE (A/C, No, Ext): (888) 322-4678 FAX (A/C, No): (919) 716-2226 E-MAIL ADDRESS: insurance@firstcitizens.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Tharrington Smith LLP PO Box 1151 Raleigh, NC 27602	INSURER A : Hanover American Insurance Co 36064 INSURER B : Hanover Insurance Company 22292 INSURER C : Hiscox Insurance Company 10200 INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OZ69655515	8/21/2021	8/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OZ69655515	8/21/2021	8/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			OZ69655515	8/21/2021	8/21/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WK6-9655479-09	8/21/2021	8/21/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime (Includes Burg)			OZ69655515	8/21/2021	8/21/2022	Limit 50,000
C	Cyber Liability			MPL4940078.21	9/2/2021	9/2/2022	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Wake County Board of Education 5625 Dillard Dr. Cary, NC 27518	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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 LeConey (insert name), Office Manager (insert title) of Tharrington 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.	Jonathan Blumberg	Attorney (Partner)
2.	Eva DuBuisson	Attorney (Partner)
3.	V. Rod Malone	Attorney (Partner)
4.	Melissa Michaud	Attorney (Partner)
5.	Adam Mitchell	Attorney (Partner)
6.	Carolyn Murchison	Attorney (Partner)
7.	David Noland	Attorney (Associate)
8.	Maura O'Keefe	Attorney (Associate)
9.	Richard Paschal	Attorney (Associate)
10.	Neal Ramee	Attorney (Partner)
11.	Stephen Rawson	Attorney (Partner)
12.	Patricia Robinson	Attorney (Associate)
13.	Colin Shive	Attorney (Partner)

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

Wendi S. LeConey (print name)

Wendi S. LeConey 9/22/21 (signature / date)

Continue Attachment A

Sexual Offender Registry Check Certification Form

Contractual Personnel Names

Job Title

- | | | |
|-----|---------------------|----------------------|
| 14. | Kenneth Soo | Attorney (Partner) |
| 15. | Lindsay Vance Smith | Attorney (Associate) |
| 16. | Deborah Stagner | Attorney (Partner) |
| 17. | Maya Weinstein | Attorney (Associate) |
| 18. | Ian Applekamp | Office Assistant |
| 19. | Connor McDowell | Office Assistant |