

Type of Contract:
Non-Standard Agreement

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950

Fiscal Year (FY): 2022-23

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: 6/21/22
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: Pre-Route FY 2023-22 Legal Services.

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>6/8/2022</u>	
Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)	<u>ma</u>	<u>6/9/2022</u>	
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<u>CSM</u>	<u>6/9/2022</u>	
Superintendent/Chief Officer (\$100,000+ and All MOAs)			

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

	Initial	Date	Comments
Risk Management (Insurance Review)	<u>gcb</u>	<u>6/10/2022</u>	
Finance Officer	<u>DN</u>	<u>6/9/2022</u>	
Chief Business Officer (Required ≥ \$100,000)			
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 _____



WAKE COUNTY
PUBLIC SCHOOL SYSTEM
 Raleigh, North Carolina

Purchase Order Requisition Form

Dept. Requisition No. _____ Date: 6/8/22 Purchase Order No. _____

Vendor: Tharrington Smith & Hargrove
Address: _____
150 Fayetteville Street, Suite 1800
Raleigh, NC 27601
Attention: _____

School/Department: _900/Board of Education
Address: Crossroads I- 5625 Dillard Drive
Cary, NC 27518
SHIP TO: Central Receiving OR School/Dept X
Attention: _____

Budget Code A 02.6920.801.311.0171.0900	Amount \$ 1,300,000.00	Budget Code C	Amount
Budget Code B 04.6570.862.529.0747.940	Amount \$ 75,000.00	Budget Code D	Amount

QTY	UNIT	VENDOR CAT. #	CODE	WCPSS ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
					Legal Services - Tharrington Smith, LLP 7/1/22 - 6/30/23		\$ 1,300,000.00
							\$ -
					Legal fees 7/1/22 - 6/30/23 : Partners (\$225/hour),		\$ -
					associate (\$210/hour), and paralegal (\$125/hour).		\$ -
							\$ -
					FD & C Program Management		\$ 75,000.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -

DocuSigned by:
Melissa Allen
 Requestor's Signature

Mark Strickland

DocuSigned by: **Budget Manager's Name (please print)**
Mark Strickland

Budget Manager's Signature approving expenditure and certifying that all regulations set forth by the Finance Manual and Board Policy were followed

Cash & Moore
 Assistant or Associate Superintendent Signature approving expenditure and certifying that all regulations set forth by the Finance Manual and Board Policy were followed.

Phone: 533-7772

Email: mrallen@wcpss.net

SUB TOTAL(S)	\$	\$1,375,000.00
SHIPPING CHARGES		
NC SALES TAX		
NET TOTAL	\$	1,375,000.00

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"):

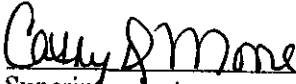
1. Revision to Additional Services and Litigation. The parties agree to increase the hourly rates noted in Paragraph 2 effective January 1, 2022 to Partners - \$225; Associates - \$210; Paralegals \$125.
2. Agreement Otherwise Unchanged. The parties agree that in all other respects, except as specifically 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 5th day of October, 2021.

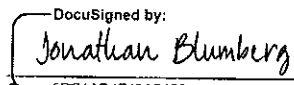
WAKE COUNTY BOARD OF EDUCATION


Chairperson

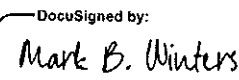
ATTEST:


Superintendent

THARRINGTON SMITH, LLP.

DocuSigned by:

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, Finance Officer

9/23/2021
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:

Carly 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

**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.

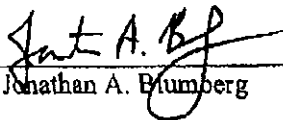
5. **Lunsford Act.** Tharrington Smith also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Tharrington Smith shall conduct or arrange to have conducted,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

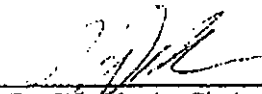
all contractual personnel and provide annual certifications at each anniversary date of this Contract. Tharrington Smith shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Tharrington Smith agrees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

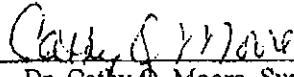
THARRINGTON SMITH

WAKE COUNTY BOARD OF EDUCATION

By: 
Jonathan A. Blumberg

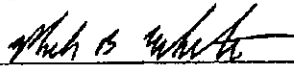
By: 
Dr. Jim Martin, Chairperson

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

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 6/13/22 (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.	Jason Weber	Attorney (Associate)
19.	Kimberly Davis	Attorney (Associate)
20.	Ian Applekamp	Office Assistant
21.	Gwendolyn Reece	Office Assistant