

**A RESOLUTION OF THE SCHOOL BOARD FOR THE CITY OF SUFFOLK, VIRGINIA, AUTHORIZING THE SCHOOL BOARD CHAIR TO MAKE AN AWARD AND ENTER INTO A CONTRACT WITH THE SUCCESSFUL OFFEROR TO PROVIDE WORKPLACE INVESTIGATIVE SERVICES FOR SUFFOLK PUBLIC SCHOOLS**

**WHEREAS**, the School Board for the City of Suffolk, Virginia (hereinafter referred to as "School Board"), is interested in contracting with a successful offeror to provide workplace investigative services for Suffolk Public Schools; and

**WHEREAS**, requests for proposals will be delivered to the Department of Purchasing for Suffolk Public Schools on or before 2:00 p.m. on August 18, 2020; and

**WHEREAS**, an award should be made to the offeror deemed fully qualified and best suited among those submitting proposals on the basis of factors as set forth in the Request for Proposals; and

**WHEREAS**, time is of the essence; and

**WHEREAS**, authorization should be given to the Chair of the School Board to make an award and then enter into a contract with the offeror deemed fully qualified and best suited to provide the aforementioned services.

**BE IT THEREFORE RESOLVED** that the Chair of the School Board is hereby authorized to make an award and then enter into a contract with the offeror that is fully qualified and best suited to provide workplace investigative services for Suffolk Public Schools; and

**BE IT FURTHER RESOLVED** that the Chair of the School Board shall report to the full School Board at the September 10, 2020 meeting of the School Board the offeror selected and contract terms entered into pursuant to this grant of authority.

READ AND ADOPTED: August 6, 2020

TESTE: Christina A. [Signature]

Clerk

Approved as to form and content:



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Wendell M. Waller, *Esquire*  
School Board Attorney

October 6, 2020

Anthony W. Hinds, CPPB  
Suffolk Public Schools  
100 N. Main Street, 2<sup>nd</sup> Floor  
Suffolk, VA 23434

Mr. Hinds:

We appreciate Suffolk Public Schools selecting McGuireWoods LLP (“McGuireWoods”) as your legal counsel in connection with RFP #87505 Workplace Investigative Services. This letter confirms our mutual understanding of the terms of our engagement.

1. Nature and Scope of Services to be Provided. The nature and scope of the services to be rendered by our firm are performing an Independent Investigation into a Complaint of hostile work environment and workplace bullying.

In order for us to represent you effectively, Suffolk Public Schools must disclose fully and accurately all facts as known to you and keep us advised of all developments relating to this matter. Our opinions are necessarily limited by our knowledge of the facts and are based on the law as it exists when the opinions are provided.

You authorize McGuireWoods to undertake any actions which we deem necessary or appropriate to investigate the matter. McGuireWoods will seek approval in advance prior to retaining any third party deemed necessary to assist in the matter.

2. Conflicts of Interest. We have made reasonable efforts to determine whether any conflicts of interest arising from our representation of other clients prevent McGuireWoods from representing Suffolk Public Schools. Based upon the information currently available to us, we are not aware of any conflicts that disqualify us from representing you.

3. Fees. Our firm will charge a **flat fee charge of \$40,000.00** for the following scope of work:

- In person interviews (when allowed by COVID-19 considerations) of 12 witnesses and corresponding analysis and summaries
- Relevant document review of up to 7500 documents

- Legal Analysis of the allegations and evidence
- Drafting and submission of a comprehensive Independent Investigative Report to be submitted within 21 days of the Award of work (as long as all relevant documents are made available for inspection and all relevant witnesses are made available to interview in a timely manner)
- All travel time included

If the investigation becomes larger than 12 witnesses or 7500 documents, McGuireWoods is willing to perform additional work to complete the investigation for add-on fees as follows:

- \$1500.00 add on witness fee for each additional witness needed to be interviewed, analyzed, and summarized over the 12 witness threshold included in the flat fee agreement
- \$1000.00 document review fee per every additional 1500 documents that need to be reviewed over and above the initial 7500 document review included in the flat fee agreement (this includes electronic storage costs)
- Discounted Hourly Rates of 25% off Amy Morrissey Turk's 2020 Standard Rate of \$780 per hour (\$585.00 rate) for any testimony or media time associated with the Independent Investigation

4. Costs and Expenses. In addition to fees, you will be charged for all costs and expenses associated with the services rendered. These costs include, but are not limited to, travel expenses, delivery and courier services, express mail, air courier services, staff overtime, and database creation and retrieval.

Charges for computerized research tools, such as Lexis and Westlaw, will not be billed.

If you engage an accountant to audit your financial statements, it is likely that the accountant will request, during the audit, that we provide a written description of pending or threatened claims or lawsuits to which we have given substantive attention on your behalf. This request is typically a standardized letter provided by the accountant which you are requested to send to us. Our services in responding to these requests on your behalf will be billed to you at 25 percent off 2020 Standard Rates.

5. Billing. We will keep accurate records of the time we devote to your matter, including conferences (both in person and over the telephone), negotiations, preparation of correspondence and electronic mail communications, factual and legal investigation, research and analysis, document preparation and revision, court appearances, travel on your behalf, and other related matters. We record time in units of tenths of an hour, and our billing statements will show the time devoted to your matter in an itemized format.

6. Terms of Payment. McGuireWoods will issue an invoice for the flat fee amount of \$40,000.00 once services commence. All additional work not included within the flat fee agreement (but set forth in paragraph 3 above) will be billed within 30 days of completion.

7. Termination of Our Engagement. Our attorney-client relationship will terminate upon our completion of the services you have retained us to provide.

You may terminate our representation of you at any time by notifying us in writing. Termination of our services will not affect your responsibility to pay McGuireWoods for services rendered and expenses incurred before the engagement was terminated and, when necessary, to facilitate an orderly transition of your matter to new counsel.

You agree to compensate McGuireWoods at 25 percent off normal hourly 2020 rates, plus expenses, for work done by the firm and/or its outside counsel where: McGuireWoods is requested or authorized by you, or required by government regulation, subpoena or other legal process, to produce information or our personnel as witnesses with respect to our work for you; McGuireWoods is not a party to the proceeding in which the information is sought; and the request for information arises out of or in connection with our work for you.

Any dispute related to this agreement will be decided under Virginia law. Virginia will be the exclusive jurisdiction for resolution of all disputes.

8. Record Retention. At the conclusion of each engagement, we will return to you any client records that you or your authorized successor specifically request us, in writing, to return. McGuireWoods may keep copies of client records we return in accordance with our record retention policy and the applicable Rules of Professional Conduct. When a client matter is closed, the firm discards duplicate documents and other inconsequential materials. Although our record retention policy is subject to change, we currently store hard copy and electronic client records for seven years after a matter has been closed in accordance with our internal procedures. After seven years, or the period established by the firm's current record retention policy, stored client records may be destroyed, with no further notice to you, except for client records of continuing significance, such as wills, bonds and stock certificates. Upon receipt of a written request from you or your authorized successor, McGuireWoods will return or transfer your records at any time before they are destroyed.

9. Entire Agreement. This letter is the entire agreement between McGuireWoods and Suffolk Public Schools regarding this matter. You acknowledge that there are no other agreements (either oral or written) with us regarding this matter, other than as set forth in this letter. No modification or waiver of any term of this letter is valid unless agreed to in a writing signed by both McGuireWoods and Suffolk Public Schools. This document may be executed in counterparts, each of which taken together will form and be considered a single document.

Thank you for asking McGuireWoods to handle this matter. Please confirm that the foregoing provisions accurately describe our mutual understanding by signing the enclosed copy of this letter and returning the signed copy to me.

We look forward to working with you and being of service. Please promptly advise me if this letter does not correctly set forth your understanding of our engagement.

Very truly yours,

McGuireWoods LLP

10/08/20  
Date

By: Amy Morissey Turk

The undersigned confirms that the foregoing states the terms upon which it has retained McGuireWoods LLP and agrees to be bound thereby.

\_\_\_\_\_  
Date

Suffolk Public Schools

Approved as to form and content:

Wendell M. Waller  
Wendell M. Waller, *Esquire*  
School Board Attorney

By: \_\_\_\_\_

Title: \_\_\_\_\_