



Staff Report

File #: 15-1030, **Version:** 1

Agenda Date: 1/12/2016

Subject:

Consent to engage in dual legal representation for Ford & Harrison, LLP.

Recommended Action:

Approval of consent to engage in dual legal representation for Ford & Harrison, LLP.

Strategic Plan:

N/A

Summary:

The County Attorney's procedure for Legal Representation of Multiple Clients, approved by the Board of County Commissioners (Board), proscribes outside legal counsel from simultaneously representing Pinellas County and other clients in matters involving Pinellas County unless otherwise approved by the Board at a Board meeting. Ford & Harrison currently represents Pinellas County on an ongoing basis on general personnel-related matters and will be representing the County in the lawsuit Norm Roche v. Pinellas County, et al.; and therefore, the firm has requested that the County consent to the firm engaging in dual legal representation, as described in the correspondence attached, as counsel for Pinellas County and the individually named County employees.

It is therefore recommended that the Board consents to this dual legal representation.

Background Information:

N/A

Fiscal Impact:

Unknown

Staff Member Responsible:

James L. Bennett, County Attorney
Donald S. Crowell, Managing Assistant County Attorney

Partners:

N/A

Attachments:

Correspondence from law firm

TRACEY K. JAENSCH
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December 21, 2015

Pinellas County
Board of County Commissioners
315 Court Street
Clearwater, FL 33756RE: ***Norm Roche v. Pinellas County, Mark Woodard, Paul Sacco,
and unknown John Doe(s) Commissioner(s) of Pinellas County***
Case No. 15-007643-CI

Dear Members of the Board:

As a result of the retention of our firm to represent the County and the individually named County employees in the above-referenced suit, I am advising you via this letter of the scope of the representation undertaken for these parties and the results my review of any known or anticipated conflicts in this multiple representation.

The Complaint alleges that County Administrator Mark Woodard and Asst. County Administrator Paul Sacco, and unnamed BCC members, tortiously interfered in Plaintiff Roche's employment with and/or offer of employment from the County. The claims against Mr. Woodard and Mr. Sacco are against them personally in their individual capacities. There are also claims solely against the County for violations of the public records act and for declaratory relief.

We will be representing both the County and the individual defendants with the County paying our fees in accordance with its policies.

The Code of Professional Responsibility for Lawyers, as adopted by the American Bar Association and the Bars of the various states, permits a lawyer to undertake the joint representation of multiple clients where the lawyer can adequately represent the interest of each client and each client knowingly consents to that joint representation.

We currently do not view a conflict of interest with our joint representation of the County and the individual defendants because the County is not a named defendant in the tortious interference claim against the individuals and, likewise, the individuals are not named defendants in the public records violations and declaratory judgment claims against the County. Further, Mr. Woodard has confirmed that Mr. Sacco was acting at his direction as it relates to his involvement in the conduct that forms the basis of the tortious interference claim and the Charter and County rules and regulations authorize the County Administrator to select and terminate

classified employees. Accordingly, it does not appear that the individual defendants and the County have conflicting interests in this matter.

Our conflicts review has not revealed any apparent or reasonably foreseeable conflicts between the named parties that would warrant separate representation.


Mutual legal representation involves certain benefits and risks. In this instance, mutual representation reduces expenses. Other benefits may include a coordinated defense of the suit beneficial to all represented parties. The risks associated with mutual representation always include the possibility that a direct, adverse conflict might later arise. If a conflict of interest should arise in the future, we may withdraw from representation of the individual defendants if the conflict is not waived by the County and the Florida Bar Rules allow it; if the conflict is such that we cannot continue to represent the County as required by the Florida Bar Rules, we will withdraw from the joint representation entirely upon providing written notice to you.

An attorney-client privilege will attach to our communications with you. This will also confirm the Board's authorization of our joint representation of all of the parties in this case and of the County's payment of our legal services for all parties related thereto.

If you have any questions with regards to this matter, please do not hesitate to call. Also, for your convenience, please sign the second copy of this letter if you consent to this mutual representation, and return the original signed document to me at your earliest convenience.

Sincerely,

FordHarrison LLP



Tracey K. Jaensch

The Pinellas County Board of County Commissioners consent to be represented under the terms outlined herein.

CONSENT

Chair
Pinellas County Board of County Commissioners

Date:

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