



500 East Ocean Blvd • Stuart, Florida 34994 • Telephone (772) 219-1200 Ext: 30200 • Facsimile: (772) 219-1231

**AGENDA**  
**SPECIAL SCHOOL BOARD MEETING**

Wednesday, October 14, 2009 – 4:00 p.m.  
School Board Meeting Room  
500 E. Ocean Boulevard  
Stuart, FL 34994

Call to Order by the Chairman and Pledge of Allegiance to the Flag of the United States

1. Adoption of the Agenda
2. Open to the Public
3. Personnel Items – Schedule of Personnel Recommendations (Ex. 3, P. 3)
4. Contracts
  - 4.01 Approve Contract with Roberts Reynolds Bedard & Tuzzio, P.A., to Provide Representation for the Superintendent (Ex. 4.01, P. 4 - 8)
  - 4.02 Approve Legal Services Agreement (Ex. 4.02, P. 9 – 11)
5. Open to the Board

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**UPCOMING MEETINGS**

*Unless otherwise noted, meetings are held in the School Board Meeting Room, 500 East Ocean Boulevard, Stuart.*

**REGULAR SCHOOL BOARD MEETINGS**

Tuesday, October 20, 2009 – 7:00 p.m.  
Tuesday, November 17, 2009 – 7:00 p.m.

**SPECIAL SCHOOL BOARD MEETING**

Tuesday, October 14, 2009 – 4:00 p.m.  
Tuesday, November 3, 2009 – 4:00 p.m.

**WORKSHOP**

Tuesday, November 17, 2009 – 9:00 a.m. – 3:00 p.m.

**PANEL DISCUSSION**

*MCHS Tiger's Den*  
Thursday, November 5, 2009 – 11:30 a.m. – 1:00 p.m.

**INSURANCE COMMITTEE MEETINGS**

*Instructional Center, Room 6*  
October 26, 2009 – 3:30 p.m.  
November 23, 2009 – 3:30 p.m.

**JOINT MEETINGS**

*The John F. Armstrong Wing at the Blake Library*  
Tuesday, January 12, 2010 – 9:00 a.m. (Chair - City of Stuart)

## 0169.1 PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board recognizes the value to school governance of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest. In order to permit the fair and orderly expression of such comment, the Board shall provide a period for public participation at those public meetings of the Board during which action may be taken and provide rules to govern such participation in Board meetings. The Chair of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct.

The Chair shall be guided by the following policies:

- (1) **Time Limit.** Public discussion, not to exceed one (1) hour, may be scheduled or unscheduled. The Board may, from time to time, waive certain procedural requirements to allow greater public participation in Board meetings. Any waiver, regardless of how frequently made, shall be narrowly construed and not cited or used by other parties seeking to invalidate such procedures or otherwise avoid their impact. Attendees shall register their intention to participate in the public portion of the meeting with the Board clerk.
- (2) **Scheduled Appearances.** In scheduled appearances, any person or group shall be allowed fifteen (15) minutes for the purpose, provided such appearance has been placed on the agenda. Hearing procedures for formal argument and presentation are governed by Bylaw 0169.1.
- (3) **Unscheduled Appearances.** In unscheduled appearances, any person or group who has not made previous arrangements to be placed on the agenda may be heard for not more than three (3) minutes for an individual or group, provided there is time remaining in the public discussion.
- (4) **Remarks Directed to the Board.** When several members of the public or several members of a group share similar opinions on the same issues, a representative, rather than all the members, should address the Board. Persons addressing the Board shall speak into a microphone and direct their remarks to the Board. Staff members shall not be expected to answer questions from the audience unless called upon by the Chair or the Superintendent.
- (5) **Board Action.** Board action will not be taken on requests made during unscheduled appearances during the public discussion period until a later meeting unless the Board declares the matter to be an emergency.

### *NOTICE OF RIGHT TO JUDICIAL REVIEW*

A party who is adversely affected by this Final Order is entitled to Judicial Review pursuant to Section 120.68, Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings are commenced by filing one copy of a Notice of Appeal with the School Board Clerk and a second copy, accompanied by filing fees prescribed by law, with the District Court, Fourth District. The notice of appeal must be filed within 30 days of rendition of the order to be reviewed. Rendition is defined as the filing of the Final Order with the Clerk of the School Board of Martin County, Florida. The agency shall accurately and completely preserve all testimony in the proceedings, and, on the request of any party, it shall make a full or partial transcript available at no more than actual cost.

Accommodations are available for persons with special needs. Please call 219-1200 X 425 for assistance.



# THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

## Schedule of Personnel Recommendations

October 14, 2009

### ADMINISTRATIVE PERSONNEL

#### EMPLOYMENT

1	Keohane, Mark	Building Official	Facilities	TBA	Repl. C. Morgan
2	TBA,	Pre K /Hd Start Grant Accountant	Pre K/Hd Start	TBA	Repl. B. Hickox

LEGAL SERVICES AGREEMENT  
BY AND BETWEEN  
THE MARTIN COUNTY SCHOOL DISTRICT, FLORIDA  
AND  
ROBERTS REYNOLDS BEDARD & TUZZIO, P.A.

This Agreement is entered into by and between the MARTIN COUNTY SCHOOL DISTRICT, FLORIDA ("DISTRICT"), and ROBERTS REYNOLDS BEDARD & TUZZIO, P.A., 470 Columbia Drive, Ste 101C, West Palm Beach, Florida 33409 ("FIRM") effective this 14th day of October, 2009.

WITNESSETH:

Whereas, the DISTRICT desires to retain the FIRM and the FIRM desires to be retained by the DISTRICT, to provide legal services from time to time in the following areas of practice:

To represent the Superintendent in litigation with the Florida Mechanical lawsuit. Upon the Superintendent request, attend School Board Meetings and Workshops to represent and provide legal counsel to the Superintendent.

Whereas, the FIRM represents that it has sufficient experience and expertise to provide competent and professional legal representation to the DISTRICT in connection with such areas of practice;

Now, therefore, in consideration of the premises and of the mutual covenants contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the DISTRICT agrees to retain the FIRM, and the FIRM agrees to represent the DISTRICT, upon the following terms and conditions.

1. DUTIES.

FIRM shall perform such legal services and provide representation as may be reasonably necessary to assist the DISTRICT'S Superintendent in the foregoing areas of practice. The FIRM shall be retained on a case-by-case basis upon request of the DISTRICT'S Superintendent, or designee. Services may include, but not necessarily be limited to, litigation practice, attendance at meetings and hearings, consultation, drafting of legal documents, administrative matters and legal research.

2. TERM.

This Agreement shall be effective on the date of execution by all parties and shall continue in effect for a period of one (1) year, unless terminated earlier by either of the parties by notifying the other party in writing at least thirty (30) days prior to termination.

3. ADMINISTRATION.

The FIRM shall perform all legal services under this Agreement as an independent contractor.

(a) The DISTRICT'S General Counsel is Douglas Griffin, Esq. The School District Attorney, whose telephone number is (772) 219-1200 ext. 30235.

(b) The SUPERINTENDENT is Nancy Kline whose telephone number is 772 219 1200.

(c) The FIRM'S contract administrator is Benjamin L. Bedard, Esq. whose telephone number is 561-688-6560.

(d) All written and verbal approvals referenced in this Agreement must be obtained from the parties' contract administrator, General Counsel, Superintendent or designees. Any changes to the above representatives must be provided to the other party in writing.

4. CONFLICTS OF INTEREST.

The FIRM believes that it presently represents no other client that presents or will present a conflict of interest with the DISTRICT. If the FIRM becomes aware of a conflict between the interests of any of the FIRM'S other present or future clients and the DISTRICT, the FIRM shall notify the DISTRICT promptly. However, this Agreement shall not limit or restrict the FIRM in representing other clients except to the extent that such other representation is limited or restricted by applicable rules of professional conduct.

5. COMPENSATION FEES.

(a) The DISTRICT shall compensate the FIRM for services of Shareholders at the rate of \$220.00 per hour for the services, provided the aggregate amount not to exceed \$ 25,000. The rates of other lawyers of the firm who may assist in this matter range from \$150.00 to \$200.00 per hour, depending upon experience. Travel time will be compensated at one-half the normal rate.

(b) Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, local travel expenses (to and from Martin County), printed library materials, use of the FIRM'S courier for local deliveries, word processing, medical summaries, clerical or secretarial services are overhead and will not be separately compensated. In-house copying charges in excess of \$100.00 per month (at \$.15 per page) shall be considered non-routine and shall be reimbursable as described in paragraph 6.b. below.

(c) Billable hours shall be measured in 6 minute increments. Compensation of hours will be for actual time spent providing services to the DISTRICT.

(d) Premium rates will not be paid for overtime work.

6. COMPENSATION - COSTS.

(a) Reimbursement of costs for such items as exhibits, transcripts and witness fees requires prior authorization by the DISTRICT and shall be reimbursed based upon documented third party vendor charges. The DISTRICT shall not pay for FIRM surcharges added to third party vendor charges

(b) Non-routine office overhead expenses such as long distance phone calls, long distance facsimile transmissions, long distance courier services, bulk mailings, bulk third party copying, photographs and computer-assisted legal research services must be justified to the DISTRICT and shall be reimbursed based on documented third party vendor charges. In-house bulk copying expenses must be justified to the DISTRICT, must be supported by usage logs or similar documentation and will be reimbursed at \$.15 per page. The FIRM shall endeavor to utilize the facilities of the DISTRICT for bulk copying and similar non-routine overhead prior to obtaining in-house or third party services.

(c) FIRM shall only bill the DISTRICT for a proportionate share of the cost of legal research, attending hearings or engaging in client representation of any type, which is applicable to other clients.

(d) Exceptional non-routine office overhead expenses must be expressly defined in this Agreement or an Amendment hereto and approved by the DISTRICT before being incurred.

(e) The DISTRICT shall reimburse the FIRM for per diem and travel expenses for travel to and from Martin County and FIRM'S home county in the amount allowed by Section 112.061, Florida Statutes, and DISTRICT policy.

(f) The FIRM shall furnish the DISTRICT'S General Counsel with quarterly status reports on litigated matters on behalf of the DISTRICT at no charge.

7. FORMAT FOR INVOICES.

(a) The DISTRICT shall be billed monthly. Each statement for fees and costs shall be in a format that includes, at a minimum, the following information.

- (1) Matter name and number, if applicable, or other legal mailer reference.
- (2) Invoice number for the particular bill.
- (3) Inclusive dates of the month covered by the invoice.
- (4) Itemization of the hours billed; a concise meaningful description of the services rendered, with sufficient detail to enable the DISTRICT to evaluate the services rendered and costs; the person(s) who performed the services for each day being billed; and their hourly rate as specified herein.

- (5) A listing of all invoiced costs to be reimbursed pursuant to paragraph 6, COMPENSATION - COSTS. Invoiced costs must be accompanied by copies of actual receipts.
- (6) The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
- (7) Any other information as may reasonably be requested by the DISTRICT'S General Counsel.

8. OTHER AVAILABLE SERVICES.

The FIRM shall use existing DISTRICT agreements, when feasible and cost effective, to acquire services and the assistance of professionals at reduced rates.

9. SPECIAL CONDITIONS FOR LITIGATION MATTERS.

(a) It is anticipated that the FIRM will attempt whenever possible to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of FIRM or staff experience required by task, and taking other actions to improve efficiency.

(b) Multiple staffing at meetings, hearings, depositions, trials, etc., by the FIRM will not be compensated unless prior approval from the DISTRICT has been obtained.

(c) The FIRM agrees that all documents shall, if requested, be promptly returned at the termination of the FIRM'S involvement in the ease or matter at hand.

(d) All documents intended to be provided to third parties or filed with a court or agency or internal memoranda on litigated matters on behalf of the DISTRICT must be sent to the DISTRICT'S General Counsel or designee with enough lead time to allow for meaningful review, unless waived by the DISTRICT. Copies of final or as-filed documents should also be sent to the DISTRICT'S General Counsel or designee.

(e) All discovery, including depositions, document production, etc., shall be coordinated by the DISTRICT'S General Counsel or designee and the FIRM'S contract administrator or designee to avoid needless duplication of effort.

(f) DISTRICT in-house staff shall be used in the legal matter to the maximum extent possible.

(g) The FIRM shall maintain a professional malpractice insurance policy issued by a nationally recognized malpractice insurance carrier with coverage in an amount no less than \$1,000,000.

10. INDEMNIFICATION.

The FIRM shall defend, indemnify and save harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including court costs and attorney fees, caused as a result of negligence or wrongdoing by the FIRM, its agents or employees, in the performance of services under this Agreement.

In witness whereof the DISTRICT and the FIRM have caused these presents to be executed in their respective names the day and year first above written.

THE MARTIN COUNTY  
SCHOOL DISTRICT, FLORIDA

ROBERTS REYNOLDS  
BEDARD & TUZZIO, P.A

By: \_\_\_\_\_  
LORIE SHEKAILO

By: \_\_\_\_\_  
BENJAMIN L. BEDARD

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOX, WACKEEN, DUNGEY  
BEARD, SOBEL, BUSH & McCLUSKEY, L.L.P.**

DEBORAH B. BEARD  
Board Certified Marital & Family Lawyer  
GEORGE W. BUSH, JR.  
Board Certified Business Litigation Lawyer  
RICHARD J. DUNGEY  
Board Certified Real Estate Lawyer  
M. LANNING FOX  
Board Certified Real Estate Lawyer  
MICHAEL J. McCLUSKEY  
Board Certified Business Litigation Lawyer  
JACK M. SOBEL  
Board Certified Civil Trial Lawyer  
W. THOMAS WACKEEN  
Board Certified Civil Trial Lawyer

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ROBERT A. GOLDMAN  
THEODORE J. HEINEMANN  
SHELLY J. STIRRAT  
FREDERIK W. VAN VONNO  
Board Certified City, County  
& Local Government Lawyer  
SUSANN B. WARD (1951-2008)

MICHAEL E. BLUM  
J. HENRY CARTWRIGHT  
RAYMOND G. ROBISON  
JENNIFER ALCORTA WATERS

AARON A. FOOSANER  
Of Counsel  
VICKI J. JUNOD  
Of Counsel

ROBERT L. KILBRIDE  
Of Counsel  
ROBERT L. SEELEY  
Of Counsel

October 9, 2009

***Hand-Delivery***

Douglas Griffin, Esq.  
Martin County District School Board  
500 E. Ocean Blvd.  
Stuart, FL 34994

**Re: Outside Counsel for Martin County School Board**

Dear Mr. Griffin,

Thank you for your inquiry as to whether our firm would be interested in making a proposal to represent the Martin County School Board in the two litigation cases filed by Florida Mechanical, LLC against the Martin County School Board and related issues. Please consider this letter our substantial interest in representing the Martin County School Board, which would be followed up with a formal representation agreement, if our firm is selected.

In representing the Martin County School Board, we would be using the team approach because of our breadth of experience and expertise. We have Board Certified attorneys in trial and litigation practice, and local government law, including public records, labor and employment, and related local governmental issues. We are an AV rated firm with very substantial experience in the issues which the School Board is facing. We also have handled past litigation matters with the counsel for Florida Mechanical LLC and believe efficient communication can be achieved.

The undersigned will be responsible for overall analysis, preparation, and presentation regarding the issues raised in the two lawsuits, the analysis of options and alternatives, and potential counterclaims, third party complaints, etc. We are also mindful that there must be a balance

between the amount in controversy, and the attorneys fees and costs incurred. To that end, after our initial review of the documents and issues, we would make recommendations to the School Board regarding the litigation issues, mediation, negotiations, or settlement of the issues, and whether counterclaims or third party claims should be filed.

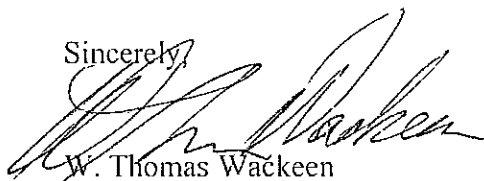
As lead counsel, I am a Florida Board Certified Civil Trial Attorney, and have practiced law in the Treasure Coast and Statewide for thirty years. (A copy of my Resume is attached.) Part of the team, Shelly J. Stirrat, Esq., is a partner in our firm and devotes full time to civil litigation and appellate practice. Her submission for Board Certification in appellate law and business law is pending. Ms. Stirrat's Resume is also attached. Robert Kilbride, Esq., a Florida Board Certified labor attorney is 'of counsel' and has substantial experience in governmental issues, specifically including public records and sunshine requirements. Mr. Kilbride's Resume is also attached. Fred van Vonno is a Board Certified Local Government attorney who would be available as needed. His Resume is also attached.

In addition, we will identify an associate attorney to prepare legal memoranda and perform a document review since these cases are likely to be document review intensive and a paralegal, so that we can provide quality work and provide economical services to the School Board.

Our proposed fee structure incorporates a substantial discount from our private fees for this representation of the School Board. The undersigned would be billed at \$260 per hour with Shelly Stirrat and Robert Kilbride at \$230 per hour, the associate time would be primarily involved in legal research and document review at \$185 per hour, and paralegal time at \$110 per hour. We will avoid duplication for effort in our services for the School Board; Shelly Stirrat and I will be primarily responsible for litigation issues and Robert Kilbride with the public records issues, and other attorneys in our twenty person law firm are available, as indicated, including a partner who has substantial knowledge in IT.

We look forward to meeting with the School Board on Wednesday, October 14, 2009. I believe that our firm has the experience, expertise, breath of knowledge, and common sense to represent the School Board in this matter. Should you have any questions, or require any additional information, please give me a call.

Sincerely,



W. Thomas Wackeen

WTW/kmh

**FOX, WACKEEN, DUNGEY, BEARD, SOBEL, BUSH & McCLUSKEY, L.L.P.**

October 9, 2009

***Via Hand Delivery***

Douglas G. Griffin, Esquire  
School Board Attorney  
Martin County School District  
500 East Ocean Boulevard  
Stuart, FL 34994

**Re: Potential Representation by Page, Mrachek, Fitzgerald & Rose, P.A.**

Dear Mr. Griffin:

Thank you for the opportunity to meet with you to discuss the pending litigation filed against the School Board of Martin County ("School Board"). I am writing to enclose information regarding my law firm, Page, Mrachek, Fitzgerald & Rose, P.A. ("Page, Mrachek"), and to provide a copy of our standard letter of engagement. Please note that I have reduced my standard hourly rate from \$325.00 per hour to \$225.00 per hour for this particular engagement.

Page, Mrachek practices solely in the area of litigation. Many of our cases involve complex commercial and business disputes. In addition, I have experience in lawsuits both on behalf of and against municipalities, counties and agencies of the State of Florida. Currently, we represent Martin County, and have for many years, as special litigation counsel. Included in the attached folder is a description of some of our recent cases, including our work for Martin County.

We are also well versed in the fields of electronic discovery disputes and construction litigation. Our larger litigation cases frequently involve electronic discovery disputes. In addition, I am actively litigating several construction disputes where the amount at issue exceeds \$10 million. Our contacts with experts in this field may be of assistance to you in the pending contract litigation.

Finally, I mentioned that the associate that I would assign to work under me in this case is Preethi Sekharan, Esquire. Ms. Sekharan is our information technology expert and has a wide range of experience dealing with electronic discovery matters.

I look forward to hearing from you.

Sincerely,



Scott Konopka

SK:sen

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