

Nancy Kline, Superintendent of Schools

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA



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

AGENDA SPECIAL SCHOOL BOARD MEETING

Tuesday, May 4, 2010 – 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**
 - 1.01 Additions, Deletions or Amendments to the Agenda
 - 1.02 Approval of the Agenda
2. **Open to the Public/Board**
3. **Schedule of Personnel Recommendations (P. 5 – P. 6)**
4. **Approve Piggyback of Hillsborough County School District RFP #8221-DST for Telecommunications Services (P. 7 – P. 13)**
5. **Approve Banking Agreement with Wachovia Bank (P. 14 – P. 17#)**
6. **Request for Board Approval of Purchase Orders (P. 18 – P. 19)**
7. **Approve FPL Easement Agreement for Indiantown Middle school classroom Building and Cafetorium (P. 20 – P. 23)**
8. **Approval of Intent to Levy an Additional 0.25 Mill for the Operating Fund (P. 24)**

- Additional Backup Available for Review

School Board Members: Dr. David Anderson – Maura Barry-Sorenson – Laurie Gaylord – Susan Hershey – Lorie Shekailo
Student Representative: Sean Scott

“An Equal Opportunity Agency”



UPCOMING MEETINGS

*School Board Meetings & Workshops are held in the School Board Meeting Room, 500 East Ocean Blvd.
unless otherwise noted.*

REGULAR MEETINGS

Tuesday, May 18, 2010 – 7:00 p.m.
Tuesday, June 22, 2010 – 7:00 p.m.
Tuesday, July 20, 2010 – 7:00 p.m.

SPECIAL MEETINGS

Tuesday, May 4, 2010 – 4:00 p.m.
Tuesday, June 1, 2010 – 4:00 p.m. – Tentative
Tuesday, July 6, 2010 – 4:00 p.m. – Tentative

WORKSHOPS

Tuesday, May 4, 2010 – 4:00 p.m. (Following Special Meeting) – Budget
Tuesday, May 11, 2010 – 4:00 p.m. – Economic Council
Tuesday, May 18, 2010 – 5:30 p.m. Budget
Tuesday, May 25, 2010 – 2:30 – 5:30 p.m. – NEOLA
Tuesday, June 15, 2010 – 5:30 p.m. – Budget

TRIM SPECIAL MEETINGS/PUBLIC HEARINGS

Tuesday, July 20, 2010 – 6:00 p.m. – Proposed Tentative Budget
Tuesday, July 27, 2010 – 5:05 p.m. – Tentative budget and Millage Hearing
Wednesday, September 8, 2010 – 5:05 p.m. – Approve Final Budget and Millage

INSURANCE COMMITTEE MEETINGS

The Instructional Center Room 6
Monday, May 24, 2010 – 3:30 p.m. CANCELLED

JOINT MEETINGS

The John F. Armstrong Wing at the Blake Library
Tuesday, June 15, 2010 – 9:00 a.m. (Chair – School Board)

KEY COMMITTEE MEETING

Stuart Learning Center Training Room
TBA

NEOLA POLICY MEETINGS

Instructional Center Room 6, Unless Otherwise Noted

Tues., May 11, 2010 – 10:00-11:30 a.m. – 2000 Prog.	Tues., May 25, 2010 – 8:30-11:30 – 8000 Operations
Tues., May 11, 2010 – 1:00-4:00 p.m. – 5000 Students (Pupil Personnel)/9000 Relations	Tues., May 25, 2010 – 2:30-5:30 p.m. – 2000 Prog/ 5000 Stu/900 Relations – WORKSHOP – Bd. Rm.
Wed., May 12, 2010 – 8:30-11:30 a.m. – 7000 Facilities - <i>TBA</i> Staff/4000 Support Staff	Tues., June 22, 2010 – 9:30-11:30 p.m. – 9000 Rela.
Wed., May 12, 2010 – 1:00-4:00 p.m. – 1000 Adm/ 3000 Inst Staff/4000 Support Staff	Tues., June 22, 2010 – 1:00-4:00 p.m. – 2000 Programs Wed., June 23, 2010 – 8:30-11:30 a.m. – 5000 Students

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.



**School Board of Martin County
Agenda Item Request Form
Board Meeting: May 4, 2010**

Agenda Item # 3

1. **AGENDA ITEM:** Personnel Recommendations

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** All personnel recommendations are presented to the School Board for approval according to established policies. Approval is needed for the successful operation of the District and to maintain proper record keeping and management of employment records and data. Staff recommends approval of Personnel Recommendations.

Any positions which have not been funded in the current year budget will have a financial impact this fiscal year. The amount of the impact will be indicated in Section 3.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)? YES NO

Is funding provided in approved budget? YES NO

What additional funding is required? Indicate Amount \$ _____

Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Gail Williams
Director of Personnel

Gail Williams
Signature

Director/Principal: Pam Lannon
Executive Director of HRMD and Staff Dev.

Gail Williams for Pam Lannon
Signature

Exec. Director or Asst. Superintendent: Dr. Frank Raffone
Assistant Superintendent

[Signature]
Signature

Finance Review: Bryan Thabit
Executive Director

[Signature]
Signature

Legal Review: REQUIRED Doug Griffin
 NOT REQUIRED

[Signature]
Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09



THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

Schedule of Personnel Recommendations

May 4, 2010

ADMINISTRATIVE PERSONNEL

EMPLOYMENT

1	Hickox, Elizabeth	Accounting Manager	Finance	05/05/10	Repl. K. Strickland
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SEPARATIONS

2	Nelson, Michelle	Facilities Specialist/Workorder	Oper. Serv.	03/29/10	Resignation
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TRANSFERS

3	Cosentino, Michael	Facilities Specialist/Workorder	Oper. Serv.	05/05/10	Facilities Spec./Materials, Maintenance to Facilities Spec./Workorder, Oper. Serv., Repl. M. Nelson
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**School Board of Martin County
Agenda Item Request Form
Board Meeting: 05/04/10**

Agenda Item # 4

1. **AGENDA ITEM:** Request Board's Approval to Piggyback Bid:
 X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:**
 Staff recommends Piggyback approval of Hillsborough County School District RFP # 8221-DST for Telecommunications Services

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: _____
 Type or Print Name Signature

Director/Principal: Jeff Carver, Director of Purchasing
 Type or Print Name Signature 

Exec. Director or Asst. Superintendent: _____
 Type or Print Name Signature

Finance Review: Bryan Thabit, Ex. Dir. Of Finance
 Type or Print Name Signature 

Legal Review: **REQUIRED** Doug Griffin **NOT REQUIRED**
 Signature 

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

2845 SE Dixie Highway, Stuart, Florida 34997-5037, Telephone: (772) 219-1255 Ext: 201 Fax: (772) 219-1267



Jeff Carver, Director of Purchasing

Memorandum

TO: Martin County School Board Members
FROM: Jeff Carver, Director of Purchasing and Warehousing *AK*
DATE: May 4, 2010
SUBJECT: Request approval to **Piggyback Hillsborough County School District RFP# 8221-DST for Telecommunications Services**

OPENED: 01/06/09

LAST APPROVED BY
HILLSBOROUGH SCH BRD: 02/10/09

CONTRACT PERIOD: 07/01/09 through 06/30/12, three-years with three (3) additional one (1) year periods

BUDGET REFERENCE: District Technology

ESTIMATED
EXPENDITURE: \$320,000.00 Annually actual expenditures will vary depending on need. Staff will confirm availability of budgeted funds prior to issuance of purchase orders.

SCOPE OF SERVICES: Awarded Vendor will provide a solution for district-wide telecommunication services, equipment maintenance and internet access. In particular, basic telephone service to include basic, local, and long distance voice telephone service for all school and district sites of the HCPS system.

RECOMMENDATION: Approve the piggyback of Hillsborough School District RFP # 8221-DST for Telecommunications Services with awarded vendor PAETEC.

Attachments: Hillsborough Schools Evaluation and award

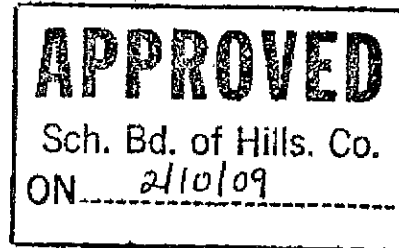
c: Steve Weil, Ex. Director of Operations
Bryan Thabit, Ex. Director of Finance
Lucas Parker, Coor. of Software Support and Computer Operations
Neil Appel, Purchasing Manager

Purchasing/word/RFPS/piggyback/telecommunications Servs/br memo 5 4 10

Nancy Kline, Superintendent

School Board Members: *Dr. David L. Anderson • Maura Barry-Sorenson, Laurie Gaylord • Susan J. Hershey • Lorie Shekailo*
"An Equal Opportunity Agency"

DATE: Tuesday, February 10, 2009
TO: School Board Members
FROM: MaryEllen Elia, Superintendent



SUBJECT / RECOMMENDATIONS

Accept the Lowest and Best Proposal Submitted by PAETEC – Request for Proposal (RFP) #8221-DST
Telecommunications Services (E-Rate) (*Business Division*)

EXECUTIVE SUMMARY

On December 6, 2008, the Procurement Department, in conjunction with the Maintenance Department, issued a Request for Proposal (RFP) under the auspices of the Universal Service Fund (E-RATE) from qualified firms to provide E-RATE eligible services, who are qualified telecommunication service providers and are ready, willing, and able to provide enterprise-wide telephone services to Hillsborough County Public Schools. The following factors were considered when evaluating proposals: background of the proposer and subcontractor(s), including professional qualifications and experience, references, scope of services, capability of proposer to meet District requirements, utilization of small businesses, demonstrated commitment to quality, cost effectiveness of service, and appendices. Proposals were accepted on January 6, 2009. The District utilizes two on-line vendor registration systems to notify potential bidders of opportunities. Through these systems, three firms responded (Attachment A). The evaluation process included a committee of District-level personnel (Attachment B). On January 23, 2009, the committee evaluated the proposals based on stated RFP criteria (Attachment C). All three vendors made presentations and were evaluated at the committee meeting on January 29, 2009. Upon completion of all phases of the RFP, the committee reviewed key points as a group, individually rated each firm for final compilation and ranking (Attachment D), and recommended PAETEC for the award.

STRATEGIC OBJECTIVES

- Align the performance management system with the district's priorities

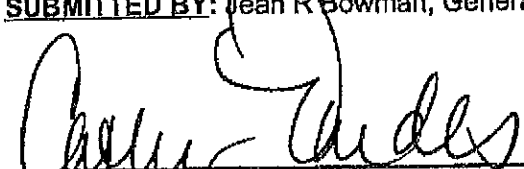
FINANCIAL IMPACT (Budgeted: Yes)

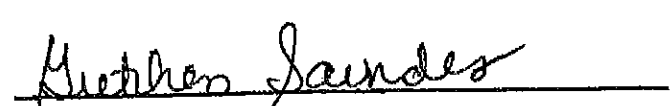
Funds of approximately \$1,200,000 were appropriated in the Maintenance Department budget for telephone services.

EVALUATION

Contract administration or evaluation is performed by the Project Manager (end user) and Procurement Officer, who function as a team. Reviews are conducted face to face, typically quarterly, or by utilizing an online vendor performance report. Prior to soliciting a new contract, the Contract Administration team must first give consideration to the specifications and supporting data of the expiring contract.

SUBMITTED BY: Jean R Bowman, General Manager, Procurement Department


Cathy Valdes
Chief Facilities Officer
813-272-4004


Gretchen Saunders
Chief Business Officer
813-272-4270

A 5.15

RFP 8221 Telephone Services
Proposals Received

Attachment A

January 6, 2009

Count	Company Name	Contact	Address	Email	Telephone Number	Fax Number	HCPS OSD Approved	Awarded Vendor
1	PAETEC	Andy Droleff	400 North Tampa Street, Suite 2400, Tampa, FL 33602	andrew.droleff@paetec.com	(813) 769-6400	(813) 769-0066	No	Yes
2	tw telecom inc.	Byron La Lande	3030 Rocky Point Drive, Suite 850, Tampa, FL 33607	byron.lalande@twtelecom.com	(813) 391-8574	(813) 281-0125	No	No
3	Verizonbusiness	Bob Darrah	3608 Queen Palm Drive Tampa, FL 33619	bob.darah@verizonbusiness.com	(813) 829-2713	(571) 258-6441	No	No

**RFP 8221 Telephone Services
Evaluation Committee**

Count	Role	Last Name	First Name	Position	Site	Email	Phone
1	Voting	McNickle	Jeff	C & E Manager	Maintenance	jeff.mcnickle@sdhc.k12.fl.us	(813) 635-1128
2	Voting	Penabade	Pablo	Technology & Support Supervisor	Technology Repair	pablo.penabade@sdhc.k12.fl.us	(813) 504-4039
3	Voting	Springs	Gary	C & E Electrician III	Maintenance	gary.springs@sdhc.k12.fl.us	(813) 635-1222
4	Advisor	Custer	Steve	Supervisor CCTV/LAN	CCTV/LAN	steve.custer@sdhc.k12.fl.us	(813) 872-5261
5	Advisor	Rose	William	C & E	Maintenance	william.rose@sdhc.k12.fl.us	(813) 635-1221
6	Advisor	Salvini	Mario	C & E Technician II	Maintenance	mario.salvini@sdhc.k12.fl.us	(813) 635-1230
7	Advisor	Smith	David	Manager Customer Service & Support	Customer Service	david.smith@sdhc.k12.fl.us	(813) 272-4703
8	Advisor	Zulli	Sharon	Manager	Customer Service	sharon.zulli@sdhc.k12.fl.us	(813) 272-4703
9	Facilitator	Morbach	Hank	Procurement Officer	ROSSAC	hank.morbach@sdhc.k12.fl.us	(812) 272-4329
10	Facilitator	Rouse	Kate	Senior Procurement Officer	ROSSAC	kate.rouse@sdhc.k12.fl.us	(813) 272-4334

Note: Enter voting members first

RFP 8221 Telephone Services
Evaluation Criteria

PHASE I: _____ PHASE II: _____ PHASE III: _____

Company Name: _____

Evaluation Criteria

The following factors will be considered when evaluating proposals:

	Weight (a)	Outstanding 10 points (b)	Adequate to Good 6, 7, OR 8 points (c)	Marginal 3 OR 4 points (d)	Unacceptable 0 points (e)	Weighted Score a x (b,c,d or e)
1 Responsiveness: Cover letter plus submittals.	10					0
2 Qualifications: Capability of proposer's network to meet District requirements.	20					0
3 References: Background of the proposer and subcontractor(s), including professional qualifications, experience, and qualifications.	20					0
4 Scope of Services:	25					0
5 Small Business: Degree of participation by qualified District SBE's.	5					0
6 Commitment to Quality: Demonstrated commitment to quality as described in Section 3.8.	25					0
7 Cost: Cost effectiveness.	40					0
8 Appendices:	10					0
Total	155	0	0	0	0	0

Committee Member Signature

Member Name (Print)

Date

Notes / Comments:

RFP 8221 Telephone Services
Scores and Ranking

Scores

Category Description	Scores		
	1	2	3
	PAETEC	tw telecom inc.	Ventzonbusiness
Responsiveness:	300	200	250
Qualifications:	520	380	600
References:	560	420	520
Scope of Services:	700	550	550
Small Business:	40	30	30
Commitment to Quality:	650	550	475
Cost:	1,200	760	560
Appendices:	280	240	220
Totals	4,250	3,130	3,205

Ranking

Category Description	Ranking		
	1	2	3
	PAETEC	tw telecom inc.	Ventzonbusiness
Responsiveness:	1	3	2
Qualifications:	2	3	1
References:	1	3	2
Scope of Services:	1	2	2
Small Business:	1	2	2
Commitment to Quality:	1	2	3
Cost:	1	2	3
Appendices:	1	2	3
Total	1	3	2



School Board of Martin County
Agenda Item Request Form
Board Meeting: May 4, 2010

Agenda Item # 5

1. AGENDA ITEM: Banking Agreement with Wachovia Bank
X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$

2. BACKGROUND INFO./STAFF RECOMMENDATION: Approve the Banking Services Agreement with Wachovia Bank. The Board approved Wachovia as the new bank for the School district on March 6, 2010. An RFP for banking services was issued and Wachovia was selected as the most responsible and responsive bidder. The previous banking services agreement with Riverside was in place for 11 years and was expiring on June 30, 2010.

3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? X YES [] NO
Is funding provided in approved budget? X YES [] NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Bryan Thabit
Type or Print Name Signature

Director/Principal:
Type or Print Name Signature

Exec. Director or Asst. Superintendent:
Type or Print Name Signature

Finance Review: Bryan Thabit
Type or Print Name Signature

Legal Review: X REQUIRED Doug Griffin
[] NOT REQUIRED Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

BANKING SERVICES AGREEMENT

This Banking Services Agreement (this "Agreement") is entered into as of the ___ day of _____, 2010 by and between Wachovia Bank, A Division of Wells Fargo Bank, N.A. (hereafter "Bank") and Martin County School District ("Martin Schools").

Recitals

WHEREAS, the School has requested that Bank provide certain banking services, specifically, depository and treasury services, (collectively, the "Services") to Martin Schools;

WHEREAS, Bank has agreed to provide the Services to Martin Schools upon the terms and conditions of this Agreement and the attachments or exhibits to this Agreement (collectively, the "Terms and Conditions"); and

WHEREAS, Martin Schools has agreed to accept the Services upon the Terms and Conditions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which, each of Bank and the Martin Schools expressly acknowledge, each of Bank and Martin Schools hereby agree as follows:

Agreement

1. General Depository for Certain Treasury Services. Bank shall provide and Martin Schools shall accept general depository services and certain treasury services, as requested by Martin Schools, pursuant to the terms and conditions of Bank's Commercial Deposit Agreement (the "Deposit Agreement"), attached hereto as Exhibit A and incorporated herein by reference. Bank shall provide and Martin Schools shall accept Bank's Services pursuant to the terms and conditions of the Deposit Agreement. In the event of a conflict between the Terms and Conditions, including any and all attachments thereto and amendments thereof, and the terms of this Agreement, the terms of the Deposit Agreement shall control.

2. Service Descriptions: In providing Treasury Services to Martin Schools, Bank realizes that Martin Schools expects Bank to make certain commitments to Martin Schools with regard to the timeliness, quality and quantity of the Services Bank provides. These commitments are described/outlined in the service descriptions. The service descriptions for each of the Services used by Martin Schools and its Affiliates as of the date of this BSA are attached as Exhibit B of this Agreement. Service descriptions for additional/new treasury services are available from Treasury Services Sales Officer (TSO) for Martin Schools upon request.

3. Pricing. Pricing for each of the treasury services listed and described in Exhibit B are attached as Schedule A to Exhibit B of this Agreement. New services provided to Martin Schools after the execution of this Agreement shall be negotiated at the time such Services are requested by Martin Schools and Bank agrees to provide them. Martin Schools shall make payment to Bank of any such fees in accordance with Exhibit B and the Deposit Agreement or as otherwise mutually agreed in writing between Martin Schools and Bank.

4. Subcontracting and Vendors of Bank. Bank Treasury Services relies upon a robust network of Bank assets, employees and third-party resources located in the United States and around the world to provide service to Bank's customers. Bank does this to minimize costs to its customers and to help ensure the best possible service and coverage models. Bank reserves the right to perform services using this model and to add and delete service providers at Bank's discretion. Bank has rigorous vendor engagement policies and procedures. Bank takes responsibility for the actions of the providers with whom it enters into contracts to provide services to Bank's Treasury Services customers.

5. Additional Treasury Services. If Martin Schools requests and Bank agrees to provide additional treasury services in the future, which are governed by additional documents or service descriptions, the terms and conditions of such documents and service descriptions shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such documents as attachments to this Agreement.

6. Annual Review Meeting. Bank agrees to conduct a meeting each year, no later than July 1, with the Martin School's staff to review the previous year's bank services and support to Martin School.

7. Amendments to Attachments. Attachments (or Exhibits) to this Agreement may be amended according to their terms and conditions and upon signatures of both parties. Any such amendment shall be enforceable without the need to amend this Agreement or to substitute such amended Attachment for the current version of such Attachment.

8. No Signatures Required on Attachments. If this Agreement is properly executed by each party, then no signatures are required on any of the Attachments hereto and identified in paragraph 10 below in order for the Attachments to be enforceable.

9. Mutual Representations / Warranties. Each of the parties hereto represents and warrants to the other party that: (i) such party is duly organized and in good standing in all appropriate jurisdictions; (ii) each party is fully authorized to execute and perform under this Agreement and the execution of and performance under this Agreement does not violate any law, regulation, contract or organizational document by which such party is bound; and (iii) the individual(s) executing this Agreement on behalf of such party has full corporate and / or organizational authority to do so.

10. Counterparts / Facsimile, Electronic Execution and Delivery. This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Agreement. This Agreement may be executed and delivered via facsimile or any electronic means, such as email.

11. Termination. Martin School may terminate this Agreement by giving 120 days advance written notice to Bank at the address listed below. Bank may terminate this Agreement with Martin School by giving 120 days advance written notice to Martin School at the address listed below. Additionally, official notices and correspondences between the parties shall be addressed to the following by certified mail:

12. Attachments as of the ___ day of 2010:

- 12.1.1. EXHIBIT A: DEPOSIT AGREEMENT
- 12.1.2. EXHIBIT B: SERVICE DESCRIPTIONS
- 12.1.3. Schedule A - Pricing

Each of the parties hereto agrees to be bound by the terms and conditions of this Agreement and each of the Attachments, as of the above written date.

Martin County School District

By: _____

Title: _____

**Wachovia Bank, A Division of Wells
Fargo Bank, N.A.**

By: W. Dane Sheldon

Title: Senior Vice President



**School Board of Martin County
Agenda Item Request Form
Board Meeting: 05/04/10**

Agenda Item # 6

1. AGENDA ITEM: Request Board's Approval for Purchase Orders:

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. BACKGROUND INFO./STAFF RECOMMENDATION:

Staff recommends approval of Requisitions greater than \$10,000.00 for Board approval per SB policy # 6320

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: _____
 Type or Print Name Signature

Director/Principal: Jeff Carver, Director of Purchasing _____
 Type or Print Name Signature

Exec. Director or Asst. Superintendent: _____
 Type or Print Name Signature

Finance Review: Bryan Thabit, Ex. Director of Finance _____
 Type or Print Name Signature

Legal Review: REQUIRED Doug Griffin NOT REQUIRED _____
 Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

Requisitions to be approved for purchases over \$10,000.00 for Board Agenda date - 05/04/10

Cost Ctr	Req No.	Sch/Dept.	Authority for Issuance of Purchase order	Vendor	\$ Amount	Description
9518	00322	Facilities	Exempt per SB Policy # 6320 II (b), per TCPN R4915	Williams Scotsman, Inc.	\$11,790.00	(1) Modular Building including 14 month rental for SFHS Campus Master Plan: Phase II Construction
9518	00323	Facilities	Exempt per SB Policy # 6320 II (b), per TCPN R4915	Williams Scotsman, Inc.	\$11,930.00	(1) Modular Building including 14 month rental for SFHS Campus Master Plan: Phase II Construction
9518	00324	Facilities	Exempt per SB Policy # 6320 II (b), per TCPN R4915	Williams Scotsman, Inc.	\$12,790.12	(1) Modular Building including 14 month rental for SFHS Campus Master Plan: Phase II Construction
9524	00470	Maint.	Exempt per SB Policy # 6320 V A, purchases from other Public Entities bids, RFPs, School Board of Sarasota County, FL Bid # 8099	Southeastern Surfaces	\$28,850.30	Screen and recoat Gymnasium Floors at JBHS, IMS, MCHS, SFHS, HOM, MMS, SMS
9524	00478	Maint.	Lowest of three quotes	Lowes Home Centers	\$19,462.50	Provide and deliver 11,250 2 CF bags of cypress mulch for District sites

Educational Technology Requisitions to be approved for purchases over \$10,000.00 for Board Agenda date - 5/04/10

Cost Ctr	Req No.	Sch/Dept.	Authority for Issuance of Purchase order	Vendor	\$ Amount	Description
9532	00155	ET	Exempt per SB Policy # 6320 V A, purchases from other Public Entities bids, RFPs, St. Lucie County School Bid # 08-05, lowest quote	Audio Visual Innovations	\$80,503.71	(21) Smartboards, Epson 450W projectors, amplifier/mixers, etc. with (42) ceiling speakers, includes shipping to 6 different locations



**School Board of Martin County
Agenda Item Request Form
Board Meeting: May 4, 2010**

Agenda Item # 7

1. **AGENDA ITEM:** FPL Easement agreement for Indiantown Middle School Classroom Building and Cafetorium.
 X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Easement is needed to allow FPL Transformer on School Property.

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor:	Steve Innes Type or Print Name	Signature
Director/Principal:	Julian G. (Jay) Angel Type or Print Name	Signature
Exec. Director or Asst. Superintendent:	[Signature] Type or Print Name	Signature
Finance Review:	Bryan Thabit Type or Print Name	Signature
Legal Review:	<input checked="" type="checkbox"/> REQUIRED Doug Griffin <input type="checkbox"/> NOT REQUIRED	Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

EASEMENT

This Instrument Prepared By

Sec. 6, Twp 40 S, Rge 39 E

Name:
Co. Name: Florida Power & Light Company
Address:

Parcel I.D.
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

pg 1 of 1.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities...

Reserved for Circuit Court

See attached easement description and sketch prepared by Velcon Group, Inc., and dated February 26, 2010 for Indiantown Middle School located at 16303 SW Farm Road, Indiantown, FL 34956.

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area...

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

Martin County School District
(Corporate's name)

(Witness' Signature)

By: (President's signature)

Print Name: (Witness)

Print Name:

Print Address: 500 East Ocean Boulevard

(Witness' Signature)

Stuart, FL 34994

Print Name: (Witness)

Attest: (Secretary's signature)

Print Name:

Print Address:

(Corporate Seal)

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, and _____ respectively the _____ President and _____ Secretary of _____, a _____ corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name

TITLE: FLORIDA POWER & LIGHT EASEMENT
PROJECT: INDIANTOWN MIDDLE SCHOOL
JOB No.: 09-065

A FLORIDA, POWER AND LIGHT UTILITY EASEMENT LYING IN SECTION 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, SAID FLORIDA, POWER AND LIGHT UTILITY EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE EASTERLY, A DISTANCE OF 1405.83 FEET; THENCE SOUTH, A DISTANCE OF 515.34 FEET; THENCE EAST, A DISTANCE OF 614.05 FEET TO A POINT ON THE WESTERLY LINE OF THE SUBJECT PROPERTY; THENCE NORTH 00°30'59" EAST ALONG SAID WESTERLY PROPERTY LINE, A DISTANCE OF 522.41 FEET TO THE NORTHWEST CORNER OF THE SUBJECT PROPERTY; THENCE NORTH 89°50'27" EAST ALONG THE NORTHERLY PROPERTY LINE, A DISTANCE OF 622.93 FEET TO THE NORTHEAST CORNER OF THE SUBJECT PROPERTY; THENCE SOUTH 00°30'59" WEST ALONG THE EASTERLY PROPERTY LINE, A DISTANCE 585.42 FEET TO A POINT; THENCE WEST DEPARTING SAID EASTERLY LINE, A DISTANCE 20.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO BEING THE CENTERLINE OF THIS PORTION OF A 10 FOOT WIDE UTILITY EASEMENT; THENCE WEST ALONG SAID CENTERLINE, A DISTANCE OF 263.96 FEET TO A POINT KNOWN HEREON AS POINT "A" AND THE **POINT OF TERMINUS** OF SAID CENTERLINE OF 10 FOOT WIDE UTILITY EASEMENT.

TOGETHER WITH

BEGINNING AT THE AFORMENTIONED POINT "A"; THENCE SOUTH, A DISTANCE OF 9.00 FEET; THENCE WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH, A DISTANCE OF 19.00 FEET; THENCE EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH, A DISTANCE OF 10.00 FEET AND THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINING WITHIN SAID BOUNDS 2,640 SQUARE FEET (0.061 ACRES)± MORE OR LESS.

VELCON GROUP, INC.



ENGINEERS & SURVEYORS

702 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FLORIDA 34953
(772) 879-0477
(772) 871-6659 (FAX)

02/26/10

LICENSE BUSINESS #4942

PAGE 1 OF 2 NOT VALID WITHOUT PAGE 2 OF 2

P. 22

NOT A BOUNDARY SURVEY TITLE: FLORIDA POWER & LIGHT EASEMENT
 SCALE: 1" = 120'

PROJECT: INDIANTOWN MIDDLE SCHOOL

JOB No.: 09-065

P.O.C.
 N.W. CORNER, S.W. 1/4
 SEC. 6, TWP. 40S, RGE. 39E

NORTH LINE OF SUBJECT PROPERTY

N 89°50'27" E 622.93'
 (BEARING BASIS)

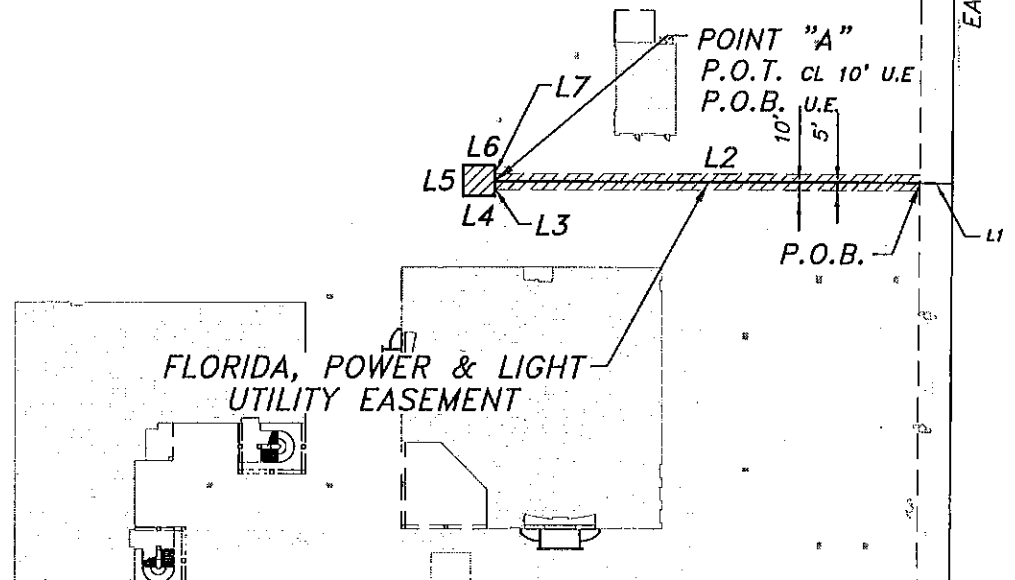
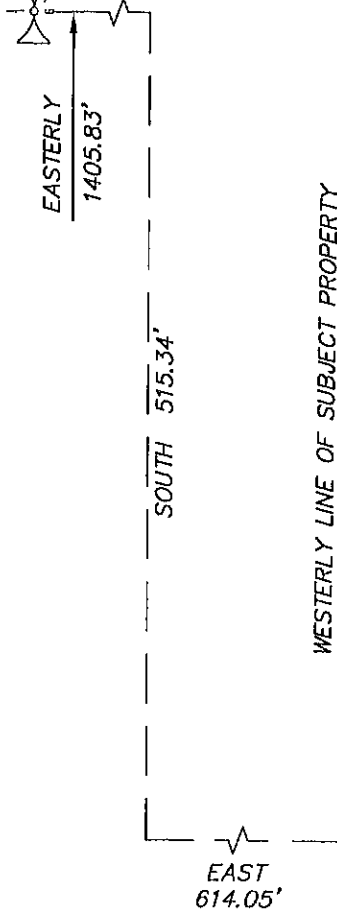
LEGEND

- SEC. = SECTION
- TWP. = TOWNSHIP
- RGE. = RANGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.O.T. = POINT OF TERMINUS
- U.E. = UTILITY EASEMENT
- CL = CENTERLINE
- O.R.B. = OFFICIAL RECORD BOOK
- PG. = PAGE

EXISTING
 20' UTILITY EASEMENT
 (O.R.B. 878, PG. 718)

INDIANTOWN MIDDLE SCHOOL

- L1 WEST 20.00'
- L2 WEST 263.96'
- L3 SOUTH 9.00'
- L4 WEST 20.00'
- L5 NORTH 19.00'
- L6 EAST 20.00'
- L7 SOUTH 10.00'



VELCON GROUP, INC.



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LICENSE BUSINESS #4942

02/26/10

PAGE 2 OF 2

NOT VALID WITHOUT PAGE 1 OF 2

SKETCH OF DESCRIPTION

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BASIS OF BEARING IS THE NORTH LINE OF THE SUBJECT PROPERTY SAID BEARING BEING N 89°50'27" E AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

ROBERT F. KEMERSON

PROFESSIONAL SURVEYOR AND MAPPER

STATE OF FLORIDA # 6285

Select Year:

The 2009 Florida Statutes

[Title XLVIII](#)
K-20 EDUCATION CODE

[Chapter 1011](#)
PLANNING AND BUDGETING

[View Entire Chapter](#)

1011.71 District school tax.--

(1) If the district school tax is not provided in the General Appropriations Act or the substantive bill implementing the General Appropriations Act, each district school board desiring to participate in the state allocation of funds for current operation as prescribed by s. [1011.62\(12\)](#) shall levy on the taxable value for school purposes of the district, exclusive of millage voted under the provisions of s. 9(b) or s. 12, Art. VII of the State Constitution, a millage rate not to exceed the amount certified by the commissioner as the minimum millage rate necessary to provide the district required local effort for the current year, pursuant to s. [1011.62\(4\)\(a\)](#)¹. In addition to the required local effort millage levy, each district school board may levy a nonvoted current operating discretionary millage. The Legislature shall prescribe annually in the appropriations act the maximum amount of millage a district may levy.

(2) In addition to the maximum millage levy as provided in subsection (1), each school board may levy not more than 1.5 mills against the taxable value for school purposes for district schools, including charter schools at the discretion of the school board, to fund:

(a) New construction and remodeling projects, as set forth in s. [1013.64\(3\)\(b\)](#) and [\(6\)\(b\)](#) and included in the district's educational plant survey pursuant to s. [1013.31](#), without regard to prioritization, sites and site improvement or expansion to new sites, existing sites, auxiliary facilities, athletic facilities, or ancillary facilities.

(b) Maintenance, renovation, and repair of existing school plants or of leased facilities to correct deficiencies pursuant to s. [1013.15\(2\)](#).

(c) The purchase, lease-purchase, or lease of school buses.

(d) Effective July 1, 2008, the purchase, lease-purchase, or lease of new and replacement equipment, and enterprise resource software applications that are classified as capital assets in accordance with definitions of the Governmental Accounting Standards Board, have a useful life of at least 5 years, and are used to support districtwide administration or state-mandated reporting requirements.

(e) Payments for educational facilities and sites due under a lease-purchase agreement entered into by a district school board pursuant to s. [1003.02\(1\)\(f\)](#) or s. [1013.15\(2\)](#), not exceeding, in the aggregate, an amount equal to three-fourths of the proceeds from the millage levied by a district school board pursuant to this subsection. For the 2009-2010 fiscal year, the three-fourths limit is waived for lease-

purchase agreements entered into before June 30, 2009, by a district school board pursuant to this paragraph.

(f) Payment of loans approved pursuant to ss. 1011.14 and 1011.15.

(g) Payment of costs directly related to complying with state and federal environmental statutes, rules, and regulations governing school facilities.

(h) Payment of costs of leasing relocatable educational facilities, of renting or leasing educational facilities and sites pursuant to s. 1013.15(2), or of renting or leasing buildings or space within existing buildings pursuant to s. 1013.15(4).

(i) Payment of the cost of school buses when a school district contracts with a private entity to provide student transportation services if the district meets the requirements of this paragraph.

1. The district's contract must require that the private entity purchase, lease-purchase, or lease, and operate and maintain, one or more school buses of a specific type and size that meet the requirements of s. 1006.25.

2. Each such school bus must be used for the daily transportation of public school students in the manner required by the school district.

3. Annual payment for each such school bus may not exceed 10 percent of the purchase price of the state pool bid.

4. The proposed expenditure of the funds for this purpose must have been included in the district school board's notice of proposed tax for school capital outlay as provided in s. 200.065(10).

(j) Payment of the cost of the opening day collection for the library media center of a new school.

(3)(a) Notwithstanding subsection (2), if the revenue from 1.5 mills is insufficient to meet the payments due under a lease-purchase agreement entered into before June 30, 2009, by a district school board pursuant to paragraph (2)(e), or to meet other critical district fixed capital outlay needs, the board, in addition to the 1.5 mills, may levy up to 0.25 mills for fixed capital outlay in lieu of levying an equivalent amount of the discretionary mills for operations as provided in the General Appropriations Act. Millage levied pursuant to this subsection is subject to the provisions of s. 200.065 and, combined with the 1.5 mills authorized in subsection (2), may not exceed 1.75 mills. If the district chooses to use up to 0.25 mills for fixed capital outlay, the compression adjustment pursuant to s. 1011.62(5) shall be calculated for the standard discretionary millage that is not eligible for transfer to capital outlay.

(b) In addition to the millage authorized in this section, each district school board may, by a super majority vote, levy an additional 0.25 mills for critical capital outlay needs or for critical operating needs. If levied for capital outlay, expenditures shall be subject to the requirements of this section. If levied for operations, expenditures shall be consistent with the requirements for operating funds received pursuant to s. 1011.62. If the district levies this additional 0.25 mills for operations, the compression adjustment pursuant to s. 1011.62(5) shall be calculated and added to the district's FEFP allocation. Millage levied pursuant to this paragraph is subject to the provisions of s. 200.065. In order to be continued, millage levied pursuant to this paragraph must be approved by the voters of the district at the next general election.

(4) If the revenue from the millage authorized in subsection (2) is insufficient to make payments due under a lease-purchase agreement entered into prior to June 30, 2008, by a district school board pursuant to paragraph (2)(e), an amount up to 0.5 mills of the taxable value for school purposes within the school district shall be legally available for such payments, notwithstanding other restrictions on the use of such revenues imposed by law.

(5) Effective July 1, 2008, a school district may expend, subject to the provisions of s. 200.065, up to \$100 per unweighted full-time equivalent student from the revenue generated by the millage levy authorized by subsection (2) to fund, in addition to expenditures authorized in paragraphs (2)(a)-(j), expenses for the following:

(a) The purchase, lease-purchase, or lease of driver's education vehicles; motor vehicles used for the maintenance or operation of plants and equipment; security vehicles; or vehicles used in storing or distributing materials and equipment.

(b) Payment of the cost of premiums for property and casualty insurance necessary to insure school district educational and ancillary plants. Operating revenues that are made available through the payment of property and casualty insurance premiums from revenues generated under this subsection may be expended only for nonrecurring operational expenditures of the school district.

(6) Violations of the expenditure provisions in subsection (2) or ²subsection (4) shall result in an equal dollar reduction in the Florida Education Finance Program (FEFP) funds for the violating district in the fiscal year following the audit citation.

(7) These taxes shall be certified, assessed, and collected as prescribed in s. 1011.04 and shall be expended as provided by law.

(8) Nothing in s. 1011.62(4)(a)1. shall in any way be construed to increase the maximum school millage levies as provided for in subsection (1).

(9) In addition to the maximum millage levied under this section and the General Appropriations Act, a school district may levy, by local referendum or in a general election, additional millage for school operational purposes up to an amount that, when combined with nonvoted millage levied under this section, does not exceed the 10-mill limit established in s. 9(b), Art. VII of the State Constitution. Any such levy shall be for a maximum of 4 years and shall be counted as part of the 10-mill limit established in s. 9(b), Art. VII of the State Constitution. Millage elections conducted under the authority granted pursuant to this section are subject to s. 1011.73. Funds generated by such additional millage do not become a part of the calculation of the Florida Education Finance Program total potential funds in 2001-2002 or any subsequent year and must not be incorporated in the calculation of any hold-harmless or other component of the Florida Education Finance Program formula in any year. If an increase in required local effort, when added to existing millage levied under the 10-mill limit, would result in a combined millage in excess of the 10-mill limit, any millage levied pursuant to this subsection shall be considered to be required local effort to the extent that the district millage would otherwise exceed the 10-mill limit.

History.--s. 28, ch. 2002-296; s. 663, ch. 2002-387; ss. 17, 18, ch. 2003-399; s. 1, ch. 2004-346; s. 7, ch. 2006-27; s. 54, ch. 2006-74; s. 9, ch. 2006-190; s. 178, ch. 2007-5; s. 4, ch. 2007-59; s. 4, ch. 2007-194;

ss. 7, 33, ch. 2007-321; ss. 4, 5, ch. 2007-328; ss. 6, 7, ch. 2008-2; ss. 10, 11, ch. 2008-142; ss. 1, 2, ch. 2008-213; ss. 12, 13, ch. 2009-3; s. 33, ch. 2009-59.

¹Note.--Section 18, ch. 2009-3, provides in part that "the provisions of s. 1011.71, Florida Statutes, as amended by this act, shall operate retroactively to July 1, 2008."

²Note.--Redesignated as subsection (5) by s. 33, ch. 2009-59.

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