SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
April 11, 2023

AGENDA

Call to Order – Immediately following the Workshop

The Superintendent recommends approval to adopt the agenda.

1. The Superintendent recommends approval of the following contracts/agreements for the 2022-2023 school year: (NEW) (Note: These contracts/agreements have been reviewed and approved by Board Attorney Leonard Dietzen.)

   #2023-111 Interlocal Agreement between the Suwannee County School Board and the Suwannee County Board of County Commissioners for the Sharing of Redistricting Expert Costs *(New)* **(pgs. 3-22)**

   #2023-112 Attorney-Client Engagement Agreement between the School Board of Suwannee County and Wagstaff & Cartmell, LLP and its co-counsel, Hand Arendall Harrison Sale, LLC; Beasley Allen Crow Methvin Portis & Miles, P.C.; and Goza & Honnold, LLC, to provide legal services in connection with the pursuit of claims for damages associated with Social Media in litigation *(New)* **(pgs. 23-31)**

2. The Superintendent recommends approval of the following personnel item for the 2023 summer school term:

Sites	Personnel	Up to Hours/Week
All Sites	2 – Food Service Managers; 8-hour	32
	8 – Food Service Workers; 7-hour	28
	1 – Food Service Monitor	20
	2 – Alternate Food Service Workers	As needed

(All Food Service positions are subject to program participation.)

3. The Superintendent recommends approval to award the following bid:

   RFP #23-210 Document Imaging Services

4. Expulsions

   a. **Case #2223-26**: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

   b. **Case #2223-29**: The Superintendent recommends expulsion of the student through the remainder of the 2022-2023 school year and all of the 2023-2024 school year. (*Final Action*)

5. Human Resources Transactions **(pgs. 32-33)**

Adjourn

Suwannee County Agreement No. 2023-45

INTERLOCAL AGREEMENT
FOR THE
SHARING OF COSTS FOR REDISTRICTING EXPERT -2023

THIS INTERLOCAL AGREEMENT, by and between the Suwannee County School Board, hereinafter referred to as "SCHOOL BOARD," and the Suwannee County Board of County Commissioners, hereinafter referred to as "COUNTY" and collectively referred to as the "Parties."

RECITALS

WHEREAS the SCHOOL BOARD and the COUNTY have been studying the US Census data that was collected in 2020. Congress uses the census data to reapportion the number of congressional seats allocated to each state. State Legislatures use the information to realign state and congressional district boundaries in furtherance of the principal of "one person, one vote". For similar reasons, local governments use the data to realign the district boundaries used to elect the members of their governing bodies.

WHEREAS counties in Florida are required to examine the need to redistrict during the first odd-numbered year after each census is completed, it is the desire of the SCHOOL BOARD to participate in the process with the COUNTY so that the five single-member Districts for the parties are consistent with one another.

WHEREAS the COUNTY has identified a local government consulting firm to assist in the re-examination of the census data for redistricting purposes and has received the attached proposal from Kurt Spitzer and Associates ("KSA"). The Parties desire to share the cost of KSA's services and cooperate in a joint manner for the development of a redistricting plan. While neither party is bound by any particular proposal which may be received from "KSA"

both the COUNTY and the SCHOOL BOARD desire to reduce to writing and create this Interlocal Agreement as authorized by Section 163.01, Florida Statutes.

WHEREAS it is in the mutual interest of the SCHOOL BOARD and the COUNTY to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within Live Oak; and

WHEREAS Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantages and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS the Parties find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

NOW THEREFORE, for and in consideration of the mutual covenants and promised as herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals above are true and correct and incorporated herein by reference.

2. The purpose of this Interlocal Agreement is to set forth the responsibilities of each party. The plan may be adjusted from time to time with written agreement of both parties.

3. The COUNTY hereby agrees to retain the services of KSA to serve as the redistricting consultant pursuant to the attached proposal for services. The SCHOOL BOARD agrees to pay one half of the total costs for these services upon receipt of an invoice from the COUNTY within thirty (30) days.

4. To the extent permitted by law, each party agrees to indemnify and hold the other party harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the implementation of the redistricting plan. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of either party, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver if immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

5. A default by any party under this Interlocal Agreement shall entitle the other parties to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

6 In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

7. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

8. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

9. This Interlocal Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

10. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provisions of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. The parties each agree that time is of the essence of this Interlocal Agreement.

12. Each party shall furnish to the other such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. mail or by hand delivery, or by overnight delivery service and addressed as follows:

To the County: Chairman, Board of County Commissioners
Suwannee County, Florida
13150 80th Terrace
Live Oak, FL 32064

To the School Board: Superintendent of Schools
1740 Ohio Ave S
Live Oak, FL 32064

Except for otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-

business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth herein.

13. This Agreement shall become effective on the date a fully executed copy is filed with the office of the Suwannee County Clerk of the Circuit Court and shall remain in force unless otherwise terminated upon one (1) year's advance written notice from either party to the other. The parties may, at any time, modify this Agreement by mutual consent.

14. Nothing in this Agreement shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.

ADOPTED this _____ day of _____, 2023, by SCHOOL BOARD.

SCHOOL BOARD OF
SUWANNEE COUNTY, FLORIDA

BY:_____ ATTEST:_____
Chairperson Superintendent of Schools

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ADOPTED this 21st day of March, 2023, by COUNTY.

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

BY: _____ ATTEST: Roger Wood D.C.
Chairperson Clerk of Circuit Court

OFFICIAL SEAL

4047113

INFO ONLY

Suwannee County Agreement No. 2023-30-01

CONSULTATION AGREEMENT FOR REDISTRICTING SERVICES

(Suwannee County and Kurt Spitzer and Associates, Inc.)

THIS AGREEMENT is made and entered into on this ___ day of _____, 2023, by and between SUWANNEE, FLORIDA, a political subdivision of the State of Florida, by and through its BOARD OF County Commissioners (hereinafter referred to as "County), and KURT SPITZER AND ASSOCIATES, INC. (hereinafter "Consultant or KSA"), for consultation services regarding the redistricting of County and Scholl Board districts within Suwannee County.

RECITALS

County intends to undertake a project for the benefit of the public pursuant to constitutional duties to evaluate Suwannee County 2020 U.S. census population data and, if necessary, adjust voting district lines within Suwannee County as is more fully set forth in Exhibit A, attached KSA proposal to provide Redistricting Services dated March 18, 2023;

County desires to retain the services of Consultant to perform those specific duties and produce the specific work as set forth in the Project;

County and Consultant desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, incorporated herein by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, County and Consultant agree as follows:

ARTICLE I
CONTRACT DOCUMENTS

The following documents and any other documents incorporated in them by reference constitute the contract documents:

A. This Agreement; and
B. KSA proposal to provide Redistricting Services dated March 18, 2023.

These documents constitute the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations, or agreements, either written or oral.

This Agreement may be executed in one or more counterparts, or by the parties executing separate counterpart signature pages, including facsimile signatures transmitted by email, all of which shall be deemed to be original counterparts of this Agreement and all of which, when taken together, shall constitute but one and the same instrument.

ARTICLE II
SCOPE OF WORK

To provide consulting services as necessary to accomplish tasks outlined in the KSA proposal to provide Redistricting Services dated March 18, 2023. To the extent not otherwise provided in the contract documents, consultant shall furnish and pay for all labor, equipment,

supplies, materials, appurtenances, utilities, charges, fees, permits, and all other accessories and services required to complete the work specified in the contract documents.

ARTICLE III
DATE OF COMMENCEMENT AND COMPLETION

The work shall be commenced within ten (10) calendar days of the Effective Date of this Agreement. The Effective date shall be the date of execution of the Agreement by the last party to this Agreement.

ARTICLE IV
CONTRACT SUM AND PAYMENTS

A. For the performance of the work specified in the Contract Documents, County will pay Contractor and Contractor will accept as full compensation, the sum of Thirty Two Thousand and No/100 Dollars ($32,000.00), subject to additions or deductions as provided in the contract documents;

B. The contractual sums shall be paid pursuant to the following schedule:

1. $14,000 due upon full execution and acceptance of the Agreement.

2. $9,000 due upon completion of Task 6, assuming Project continues past Task 3.

3. $9,000 upon completion of the Project (Task 11.)

C. The parties recognize that the contracts sums and payments thereof will be split between Suwannee County and the School Board. Consultant shall provide separate invoices to each governmental entity.

ARTICLE VII
NOTICE

All notices, requests for payment, demands, and other communications required or desired by the Contract Documents shall be in writing and shall be deemed to have been duly given if personally delivered, mailed first class (postage prepaid), or emailed to:

A. If to the Consultant
Kurt Spitzer and Associates, Inc.
719 E. Park Avenue
Tallahassee, FL 32301
Telephone: (850) 228-6212
Email: Kurt.Spitzer@ksanet.net

B. If to Suwannee County:
Greg Scott, County Administrator
13150 80th Terrace
Live Oak, FL 32060
Telephone: (386) 362-3992
Email: GregS@suwcountyfl.gov

INFO ONLY

Any party may change the addresses set forth for notice herein upon written notice thereof to all other parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date indicated.

CONSULTANT:

KURT SPITZER AND ASSOCIATES, INC.
719 E. Park Avenue
Tallahassee, FL 32301

By: _____
(Affix Corporate Seal if Available)
Title: _____

Fed. Emp.Tax ID#: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

By: _____
CHAIRMAN

ATTEST:

By: _____
CLERK

Date: 03.21.23

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Proposal to Provide

Redistricting Services

Board of County Commissioners

Suwannee County

submitted by
Kurt Spitzer and Associates, Inc.
www.ksanet.net
(850) 228-6212

March 18, 2023

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Executive Summary

This Proposal is to provide professional redistricting services for the Board of County Commissioners of Suwannee County, Florida, hereinafter referred to as the "County." Although this Proposal is presented to the County, the Project would be discharged on behalf of the Board of County Commissioners and the District School Board.

The US Census Bureau is required to conduct an "actual enumeration" of "all persons" in the United States every 10 years, meaning that their duty is to count the "whole number of persons in each State." The census conducted in 2020 was the twenty-fourth time such a count has taken place.

Congress uses the census data to reapportion the number of congressional seats allocated to each state. State Legislatures use the information to realign state and congressional district boundaries in furtherance of the principal of "one person, one vote." For similar reasons, local governments use the data to realign the district boundaries used to elect the members of their governing bodies.

Beyond the provisions of the US Constitution and the Voting Rights Act, county governments in Florida are required to examine the need to redistrict during the first odd-numbered year after each census is completed. Charter counties and cities may also be further guided by the provisions of their charters on redistricting.

Kurt Spitzer (owner of Kurt Spitzer and Associates or "KSA") has served as the redistricting consultant and facilitator in more than 30 local redistricting projects in Florida. He has consulted and advised Florida local governments for well over 40 years and will serve as Project Manager and primary point of contact for the Project.

Assisting KSA with data collection and mapping will be Sean Reynolds and Bertram Melix. Mr. Reynolds holds a Master of Science degree in Geographic Information Systems. He is an adjunct Lecturer on geographic information systems at the American University in Armenia. Mr. Melix also holds a Master of Science degree in Geographic Information Systems and is currently pursuing his PhD in the Department of Geography at Florida State University. Both are highly skilled in data collection and manipulation, and in the use of the software used in the redistricting process.

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Curriculum Vitae

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Kurt Spitzer

Kurt Spitzer is President and owner of Kurt Spitzer and Associates (KSA) an established, Tallahassee-based local government consulting firm. Prior to incorporating KSA in 1989, Mr. Spitzer was employed by the Florida Association of Counties for 10 years and by the Florida House of Representatives prior to that time.

Mr. Spitzer has served as the primary consultant in over 30 local government redistricting projects in Florida, ranging in size from the City of Quincy to Pinellas County. He has served as the consultant to numerous county charter study and charter review commissions, ranging in size from Wakulla to Broward Counties. KSA was the lead consultant on local government matters to Florida's first Taxation and Budget Reform Commission and its second Local Government Study Commission.

Mr. Spitzer founded and served as the Executive Director of the Florida Stormwater Association and has been intimately involved in the development of Florida water policy for more than 25 years.

Mr. Spitzer received his Bachelor of Arts degree (biology and political science) from the University of South Florida and his Master of Science in Public Administration from Florida State University.

Bertram Melix

Assisting in the Project for mapping and data management services is Bertram Melix. Mr. Melix is a graduate research assistant at the Florida State University's Department of Geography, where he is pursuing his PhD in Geography. He holds a Master of Science in Geographic Information Systems from FSU, where he is an instructor in Geographic Information Systems, and has extensive experience in the use of Esri (Environmental Systems Research Institute, Inc.) products and software.

Sean Reynolds

Also assisting in the Project for mapping and data management services is Sean Reynolds. Since January of 2017 Mr. Reynolds has been a Lecturer and Researcher on Geographic Information Systems and Remote Sensing, Geography and Statistics at the American University of Armenia in Yerevan, Armenia. He was a Geospatial Analyst for Harris ImageLinks in Melbourne, Florida from 2010 through 2014.

Mr. Reynolds has extensive experience in the use of Esri products and software, website development and use of social media when sharing information.

Mr. Reynolds received his Bachelor of Science (Anthropology) *cum laude* and his Master of Science (Geographic Information Systems) from Florida State University.

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Specific Experience and References
with significant notations included

Redistricting Projects

1. **Brevard County Commission (Citizens Redistricting Committee) - 2001**
   Pursuant to an amendment to the County Charter, Brevard County was the first county in Florida to redistrict its Commission district boundaries based on the use of and recommendations from a Citizens Redistricting Committee.

   References
   Anselmo Baldonado, Chairman
   Brevard Citizen's Redistricting Committee
   (321) 777-9225

2. **Brevard County School Board – 2001**

3. **City of Bonita Springs - 2022**

4. **City of Daytona Beach - 2011**

5. **City of Ft. Lauderdale – 2002**

6. **City of Ft. Myers - 2005**
   Through a charter amendment, the City of Ft. Myers changed the structure of the Council from a "Strong-Mayor" form of government that had an elected executive and five single-member districts, to a Council-Manager form of government that included a directly elected Mayor who was a member of the City Council and a City Manager who was hired/fired by the Council. The Council was increased to a total of six, single-member districts. At the time KSA was engaged by the City, it was a "pre-clearance" jurisdiction under the provisions of Section 5 of the Voting Rights Act; no challenges to the adopted plan were filed.

   Reference
   Grant Alley, City Attorney
   Phone: 239-321-7640
   galley@cityftmyers.com

7. **City of Ft. Pierce – 2021**

8. **City of North Miami - 2022**

9. **City of Pompano Beach – 2011 and 2021**

INFO ONLY

9. **City of Quincy - 2020**
   The City had not redistricted its boundaries in 45 years, requiring consideration and adoption of significant changes to the existing redistricting plan. The adopted plan was challenged under the provisions of the Voting Rights Act but was upheld in federal court.

   Reference
   Jack L. McLean, Jr., City Manager (former)
   Phone: 850-841-0443
   mcel3690@comcast.net

10. **City of St. Petersburg - 2022**

11. **Columbia County Commission - 2021**
    The County Charter provides for a Citizens Redistricting Committee. The Committee adopted a plan that did not count the population of those incarcerated in the County's two prisons and submitted that plan to the County Commission for final approval.

    Reference
    Joel Foreman, County Attorney
    Phone: 386-752-8420
    jforeman@columbiacountyfla.com

12. **Jefferson County Commission – 2013 and 2016**
    The 2013 redistricting plan was challenged based on whether prison population should be counted (as was the direction of the Florida Attorney General and case law at that time) or excluded. A federal District Court in Tallahassee ruled that the prison population could not be counted. A revised plan was prepared and adopted in 2016 which did not count prison population; the District Court approved that plan. Note that the US Supreme Court has subsequently ruled that use of total population (including prison) is an acceptable approach in the redistricting process.

    Reference
    Buckingham Bird, County Attorney (former)
    Phone: 850-997-3503
    tbbird@nettally.com

13. **Leon County School Board – 2001**

14. **Levy County Commission and School Board - 2001 and 2011**

15. **Nassau County Commission, School Board and Port Authority - 2001**

16. Pinellas County Commission – 1999, 2001 and 2021

KSA assisted the County in redistricting after a charter amendment passed changing the districting system from five commissioners elected on an "at-large" basis to a system of four single-member districts plus three at-large. After the year 2000 census data was released in 2001, KSA adjusted the 1999 district boundaries based on the new demographic information. KSA was also engaged by Pinellas County for redistricting services in 2021, whose charter now provides for a Citizens Redistricting Advisory Board.

Reference
Susan Churuti, County Attorney (former)
Phone: 813-283-8666
susan.churuti@beachdriveretail.com

17. Pinellas County School Board – 2001

18. Sarasota County Commission – 2019 and 2021

A 2018 amendment to the county charter changed the districting system from five members residing in residence areas but elected by all the voters countywide to five single-member districts, who were elected only by the voters of those districts. The County Commission thereafter decided to redistrict the Commission districts based on updated population data. KSA subcontracted with the University of Florida's Bureau of Economic and Business Research to update the 2010 data and thereafter redrew the district lines based on that updated data. The adopted plan was challenged in federal court based on the provisions of the Voting Rights Act; the Court ruled in favor of the County. KSA was also engaged by Sarasota County for redistricting services in 2021.

Reference
Brad Johnson, Assistant County Administrator
Phone: 941-861-5293
Brad.Johnson@scgov.net

19. Sumter County Commission – 2006

20. Village of Estero - 2022

Similar Projects

KSA has provided consulting services on charters, local government structure and finance for the below entities. All projects required a high level of facilitation and consensus building skills.

- Broward County Charter Review Commission
- Columbia County Charter Commission
- Columbia County Charter Review Commission (twice)
- Deltona Incorporation Study Commission (municipal incorporation feasibility study)
- Indian River County Commission (BCC proposed charter)
- Lee County Charter Review Advisory Commission (three occasions)
- Leon County Charter Study Committee
- Leon County Charter Review Commission
- Local Government Study Commission II, State of Florida
- Okaloosa County Charter Study Commission
- Pasco County Commission (BCC proposed charter)
- Pinellas County Charter Review Commission (three occasions)
- Polk County Charter Commission
- Polk County Charter Review Commission (three occasions)
- Tallahassee-Leon County Consolidation Commission
- Taxation and Budget Reform Commission I, State of Florida
- Wakulla County Commission (BCC proposed charter)

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Suggested Approach and Work Plan

We propose the following (tentative) approach to complete the Project to complete the Project in 2023.

Task	Event	Tentative Completion Date
1	Consultant Engaged	Day 1
2	Consultant acquires necessary and available files and data from the County and Bureau of the Census (using 2020 data) for mapping.	Day 15
3	Consultant prepares "Existing Districts Map" and determines whether adjustments are necessary to existing district boundaries based on 2020 Census data and common redistricting criteria. If redistricting is not required based on numerical imbalance, further work on the Project may be terminated at the discretion of the County.	Day 30
4	Consultant conducts presentation for the County on redistricting process, criteria and practices, and anticipated work plan for the Project.	Day 45
5	Consultant prepares at least two alternative redistricting maps based on common redistricting principles and direction given during meetings.	Day 60
6	Consultant conducts presentation on at least three redistricting maps: "Existing" plan and two alternative plans.	Day 70
7	Consultant prepares redistricting map recommendation based on direction given during Task 7.	Day 80
8	If recommendation is approved, consultant prepares draft narrative description of new district boundaries and delivers all files and maps to staff.	Day 90
9	If recommendation is modified or rejected, consultant prepares revised alternative maps and presents to governing body.	Day 90
10	Consultant prepares draft narrative description of new district boundaries and delivers all data, files and maps to staff.	Day 110

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Price

We propose a fixed price of $32,000, which would include the following services and all expenses, except as identified under "Out of Scope." However, if adjustments to district boundaries are determined to be not necessary based on common redistricting criteria, our fee will be a fixed amount of $14,000 for all services provided in Tasks 1, 2, 3 and 10, as described in "Suggested Approach and Work Plan."

1. Preparation for and attendance by Mr. Spitzer at not more than three meetings concerning the redistricting Project in the County.

2. Preparation by Mr. Spitzer of a draft narrative description of the adopted, final districts Map and district boundaries.

3. Time spent in preparation by Mr. Spitzer and other Team Members for attendance at all meetings and all other tasks identified in "Approach and Work Plan."

4. Preparation of not more than five districting maps or plans, including the initial "Existing Districts" map. Minor revisions to alternative plans are not considered to be an additional map or plan.

5. All costs for necessary software.

6. Expenses incurred in adding the County as a named insured to the KSA Liability Insurance policies for the purposes of the Project.

7. Regular, frequent communication on the status of the Project with designated staff, counsel and County officials.

8. Delivery of final maps and all related files and data to County staff.

Payment Schedule

We propose the following payment schedule:

- $14,000 due upon acceptance of the Agreement.
- $9,000 due upon completion of Task 6, assuming Project continues past Task 3.
- $9,000 upon completion of the Project (Task 10.)

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Expenses and fees for services provided outside of the scope of work (if any) will be billed monthly in arrears.

Out of Scope

The following services and related expenses are not included in the above price(s):

1. Preparation for or attendance at additional in-person or on-line meetings related to the Project, or preparation of additional maps or reports, beyond those identified above, and testimony in legal proceedings, will be billed at the following rates:

Kurt Spitzer	$275 per hour
Other Team Members	$175 per hour

2. Testimony in Legal Proceedings

   Mr. Spitzer will be paid at a rate of $275 per hour for expert technical assistance in the event any legal action arises relating to the redistricting process or plans developed with KSA's assistance. Mr. Spitzer will provide expert testimony and technical services, if necessary, in state and federal court as it relates to the adopted redistricting plan.

   In instances where Mr. Spitzer either does not or cannot qualify as an expert, and where necessary in a legal action, then Mr. Spitzer will provide fact testimony relating to the redistricting of plans developed with KSA's assistance. KSA will be reimbursed for expenses incurred and time lost in preparing for and providing the non-expert testimony. KSA will itemize and invoice for such expenses and will be compensated for time lost at an hourly rate of $275 per hour.

   The County (including the Suwannee County Commission, staff and Officers), KSA and Mr. Spitzer understand and agree that such payment or reimbursement cannot and will not influence the substance of Mr. Spitzer's testimony in any manner whatsoever.

ATTORNEY-CLIENT ENGAGEMENT AGREEMENT

The ATTORNEY-CLIENT ENGAGEMENT AGREEMENT ("Agreement") is entered into by and between The School Board of Suwanee County, FL ("Client" or "District") and Wagstaff & Cartmell, LLP, and its co-counsel, Hand Arendall Harrison Sale, LLC; Beasley Allen Crow Methvin Portis & Miles, P.C.; and Goza & Honnold, LLC; ("Attorneys" or "We"); and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and the Attorneys will have no obligation to provide legal services, until the Client returns a signed copy of this Agreement.

2. **AUTHORIZED REPRESENTATIVES.**

A. CLIENT REPRESENTATIVES. Client designates the Superintendent, or their designee(s), (individually or collectively, "District Representatives") as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.

B. ATTORNEY REPRESENTATIVE. Joseph VanZandt and Davis Vaughn of Beasley Allen, will be the primary attorney representatives for Client and will be primarily responsible for the work, either performing it themselves or delegating it to others as may be appropriate. Leonard J. Dietzen III and Jeffrey J. Grosholz will be the primary contact for all communications between the District and the legal team. The District shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior District approval.

3. **SCOPE AND DUTIES.** The Client hires the Attorneys to provide legal services in connection with the pursuit of claims for damages associated with Social Media in litigation (the "Action"). The Attorneys shall provide those legal services reasonably required to represent the Client and shall take reasonable steps to keep the Client informed of progress and to respond to the Client's inquiries. The Client shall be truthful, cooperative, and forthcoming of developments to the Attorneys.

4. **CLIENT RETAINS DECISION MAKING AUTHORITY.** The Client retains complete control of all decisions in the Action. The Client in no way assigns its prosecutorial discretion to the Attorneys and retains all of its inherent powers related to prosecutorial discretion, judgment, control and decision-making related to the Action. (1) Decisions regarding settlement of the case are reserved exclusively to the discretion of the District Representative and its governing board of education; (2) any Defendant that is the subject of such litigation may contact the Client's preexisting legal counsel ("Legal Counsel") directly, without having to confer with any of the Attorneys; (3) the Client's Legal Counsel will retain complete control over the course and conduct of the Action; (4) Client's Legal Counsel retains veto power over any decisions made by the Attorneys; and (5) the Client's Legal Counsel has supervisory authority and will be personally involved in overseeing the Action. These provisions are not meant to be exhaustive, and the parties agree that at all times decisions related to the

Client's interest in the Action will remain vested in the Client's Legal Counsel. It is the intent of the parties that this Section be construed broadly to effectuate the parties' intent that the Client's Legal Counsel exercise control over the course and conduct of the Action which relate to the Client's interests and that the Client's Legal Counsel have final authority over all aspects of the litigation strategy as it relates to the Client.

5. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed to in writing by the Client and Attorneys, the Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person, unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With the Client's permission, however, the Attorneys may elect to appear at such administrative proceedings for the protection of the Client's rights. If the Client wishes to retain the Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between the Attorneys and Client will be required.

6. **FEES.** The Client will pay attorneys' fees of:

A. For any recovery thirty-three (33%) of any monetary settlement or recovery that the Attorneys obtain for the Client;

Client understands and acknowledges that Attorneys are co-counsel in this matter and are entitled to share in the attorney's fees. Client understands that this agreement will not increase the total amount of attorney's fees owed to Attorneys by Client. Client agrees that the fee will be shared as follows:

i.	Wagstaff & Cartmell, LLP	25%
ii.	Beasley Allen Crow Methvin Portis & Miles, P.C.	25%
iii.	Goza & Honnold, LLC	25%
iv.	Hand Arendall Harrison Sale, LLC	25%

Fees shall be determined by any settlement or recovery prior to the deduction of any expense or cost; the "Gross Recovery." Contingency fee rates are not set by law but have been negotiated. *If no recovery is made, no fees will be charged.*

GROSS RECOVERY: The term "Gross Recovery" shall include, without limitation, the then-present value of any monetary payments agreed or ordered to be made by the Defendants or their insurance carriers as a result of the Action, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory attorneys' fee paid by the Defendants shall be included in calculating the Gross Recovery.

(1) Gross Recovery, if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the Client; and (3) any attorneys' fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited

to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the Gross Recovery amount before the deduction of expenses as provided below.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

(2) The Client shall not be obligated to pay the Attorneys unless the Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the provided legal services.

(3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.

(4) If, by judgment, there is *no* money recovery and the Client receives In Kind relief, the Attorneys acknowledge that the Client is not obligated to pay attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, the Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered attorneys' fees.

(5) The Client agrees the Defendant shall pay all attorneys' fees in a settlement that includes nonmonetary value. The Client understands that the Attorneys have and will invest resources into prosecuting this Action on behalf of the Client and agrees to make a good faith effort to include attorneys' fees for the Attorneys as part of the terms of any settlement or resolution of the Action.

The contingent fee is calculated by multiplying the Gross Recovery by the fee percentage. If the Client and Attorneys disagree as to the fair market value of any non-monetary property or services included in the Gross Recovery, the Attorneys and Client agree that a binding appraisal will be conducted to determine this value.

It is possible that payment to the Client by the Defendants to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, Gross Recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage. The attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the attorney's fee. If there are insufficient funds to pay the attorneys' fees in full from the initial lump sum payment, the fees will be paid from the periodic payments to the Client before those periodic payments are allocated to the Client.

A. Reasonable Fee if Contingent Fee is Unenforceable or if Attorneys are Discharged Before Any Recovery. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing the Client on a contingency fee basis, the Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, the Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral party affiliated with either the Judicial Arbitration and Mediation Services (JAMS) or Judicate West (JW); in any event, the Attorney and Client agree that the fee determined by arbitration shall not exceed twenty-five percent (25%) of the Gross Recovery as defined herein.

B. No General Fund Payments. Notwithstanding any other provision in this Agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from the Defendants in this litigation. Under no circumstances shall the Client's own funds be obligated to satisfy the attorneys' fees as a result of this Action or this Attorney-Client Engagement Agreement.

7. **COSTS AND EXPENSES.** In addition to paying legal fees, the Client shall reimburse the Attorneys for all "costs/expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by the Attorneys. Prior client approval is required before the Attorneys hire any investigators, consultants, or expert witnesses, as found reasonably necessary in the Attorneys' judgment and reimbursable to the Attorneys. Prior client approval does not apply to experts hired prior to the execution of this Agreement; the Attorneys will advance those costs/expenses. The costs/expenses incurred that the Attorneys advance will be owed in addition to attorneys' fees and the Client will reimburse those costs/expenses after attorneys' fees have been deducted. If there is no recovery, the Client will not be required to reimburse the Attorneys for costs/expenses. In the event a recovery is less than the incurred costs/expenses, the Client will not be required to reimburse the Attorneys for any costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: The Client understands that the Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and printing. The Client agrees that the Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct the Client's portion of those expenses from the Client's share of any recovery. Prior Client approval is required for shared expenses, with the exception of those experts retained prior to the execution of this Agreement.

FEDERAL MULTIDISTRICT LITIGATION AND STATE COORDINATION FEE ASSESSMENTS: In the event there is a court ordered assessment or agreement for fees and costs in any current or future Federal Multidistrict Litigation (MDL) or any State Court coordinated proceedings, rates of which typically range from 6% to 9% of the gross proceeds, any attorneys' fees from the Action will be paid from those court designated attorneys' fees. However, any costs required to be paid under such an assessment or agreement will be paid from the Client's share of any settlement proceeds as part of the costs/expenses advanced, pursuant to Section 6. At this time, the Attorneys

cannot determine what fees and costs, if any, will be paid to the Federal MDL or to a State Court coordinated proceeding. Additionally, attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits the attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that the Attorneys are to receive additional compensation for their time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to the Attorneys by a court or courts directly from the assessments paid by the Client and others who have filed claims in this litigation and will not in any way reduce the amount of fees owed under this Agreement.

8. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this Action, the Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that the Attorneys hold, a first priority and superior lien on any and all proceeds recovered from the Defendants in this litigation in the amount of the attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from the Defendants and in no way affects any other rights of the Client in any way whatsoever.

9. DISCHARGE AND WITHDRAWAL.

A. The Client may discharge the Attorneys at any time. After receiving notice of discharge, the Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to the Client all evidence, files and production for the Attorneys' work in the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

B. The Attorneys may withdraw with the Client's consent or for Good Cause. Good Cause includes the Client's breach of this Agreement, the Client's refusal to cooperate with the Attorneys, or any other fact or circumstance that would render the Attorneys' continuing representation unlawful or unethical. The Attorneys may also discharge the Client if the Client at any time is dishonest with the Attorneys or fails to provide relevant information to the Attorneys. The Attorneys may also withdraw at any time if they determine in their sole discretion that the Client's claim lacks merit or that it is not worthwhile to pursue the Client's claim further after consulting with the Client and providing adequate notice.

10. **AUTHORITY OF ATTORNEY.** The Attorneys will inform the Client of matters concerning any co-counsel if the Attorneys believe it advisable or necessary for the proper handling of the Client's claim. The Client expressly authorizes the Attorneys to divide any attorneys' fees that may eventually be earned with co-counsel so associated for the handling of the Client's claim. The Attorneys understand that the amount of attorneys' fees which the Client pays will not be increased by the work of co-counsel, and that such associated co-counsel will be paid by the Attorneys out of the attorneys' fees paid by the Client.

11. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in the Attorneys' statements to the Client will be construed as a promise or guarantee about the outcome of the Client's Action. The Attorneys make no such promises or guarantees. The Attorneys' comments about the

outcome of the Client's matter are expressions of opinion only.

12. **MULTIPLE REPRESENTATIONS.** The Client understands that the Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. The Attorneys' representation of multiple claimants at the same time may create certain potential or actual conflicts of interest, specifically that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. As attorneys, the Attorneys are governed by specific rules and regulations relating to the professional responsibility in the Attorneys' representation of clients, and especially where conflicts of interest may arise from the Attorneys' representation of multiple clients against the same or similar defendants; the Attorneys are required to advise their clients of any actual or potential conflicts of interest and obtain their informed written consent to the Attorneys' representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with the Attorneys' representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the District, and that the Client consents to the Attorneys' representation of others in connection with the Action. The Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the execution of this Agreernent.

13. CONFLICTS OF INTEREST.

We have performed a search of the Attorneys and existing matters, and we are not aware of any conflict of interest in our representation of the District with respect to the matters for which we have been engaged to provide legal services, except as has been disclosed to you. In the event a conflict of interest arises in the future, we will immediately inform you of such conflict and take appropriate action within the bounds of our ethical obligations and this Agreement. Further, we reserve the right to withdraw from this engagement if necessary to comply with our ethical obligations.

The Attorneys have a broad practice representing a large and diverse client base nationally and internationally, spanning a wide range of matters and industries. If an Attorneys' client takes a position that is adverse to you, it is possible that a conflict of interest may arise that would limit the Attorneys ability to represent you. In order to be fair to all the Attorneys' clients, you agree that you will not object to the Attorneys' representation of parties with interests adverse to you, and that the Attorneys may represent other parties, in matters that are substantially unrelated to Attorneys' services to you, and you hereby consent to any actual or potential conflict of interest arising out of such existing or future matter. This consent does not extend to any conflict that is not waivable under the Rules of Professional Conduct. In addition, the Attorneys agree that neither they nor their firms will disclose or use any confidential non-public information received from you except in connection with the specific matter for which such information was provided, and you agree the actual or possible possession by the Attorneys of your confidential information shall not be the basis for the disqualification of any of the Attorneys from representing other parties.

We understand and agree that our representation of the District does not extend to any affiliate of the District, or to the representation of the District's elected officials or employees, except to the extent an elected official or District employee is acting in their official capacity for the District and their interests do not conflict with the District's interests. The District agrees that we may represent an

existing or new client, even if the matter requires that we take a position that is or might be directly adverse to the District or an affiliate of the District (such as an Interlocal Agency), provided that the engagement is not prohibited by law, is not substantially related to the subject matter of any services we are providing to the Client currently or have provided to the Client in the past, and will not require disclosure of any of the District's confidential information.

14. **AGGREGATE SETTLEMENTS:** Often times in cases where attorneys represent multiple clients in similar litigation, the adverse parties or defendants attempt to settle or otherwise resolve attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever an attorney(s) represents multiple clients in a settlement of this type as it necessitates choices concerning the allocation of a limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of the damages, and individual case evaluations. In the event of a group or aggregate settlement proposal, the Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes the Attorneys to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. *Although the Client authorizes the Attorneys to engage in such group settlement discussions and agreements, the Client will retain the right to approve, and the Attorneys are required to obtain the Client's approval of, any settlement in the Client's case.*

15. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by the District and Attorneys and shall remain in effect until the conclusion of the Action, unless terminated sooner pursuant to the terms of this Agreement.

16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURES ON FOLLOWING PAGES]

ACKNOWLEDGMENT OF CLIENT

The undersigned agrees to the terms and provisions of this engagement letter this ____ day of _____, 2023.

Attest to: **The School Board of Suwanee County, Florida**

_____ By: _____
Superintendent Chairperson

AUTHORIZED REPRESENTATIVE OF THE DISTRICT FOR THIS AGREEMENT
(the "District Representative")

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

HAND ARENDALL HARRISON SALE

_____
Franklin R. Harrison, Florida Managing Partner

WAGSTAFF & CARTMELL, LLP

BY: _____

ITS: _____

BEASLEYALLEN CROW METHVIN PORTIS & MILES, P.C.

BY: _____

ITS: _____

GOZA & HONNOLD, LLC

BY: _____

ITS: _____

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3

ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

TO: Ted L. Roush, Superintendent of Schools

FROM: William Brothers, Director of Human Resources

DATE: April 4, 2023

RE: Human Resources Transactions for April 11, 2023, Special Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
April 11, 2023
Special Meeting

TO: District School Board of Suwannee County

FROM: Ted L. Roush
Ted L. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

RECOMMENDATIONS FOR THE 2022-2023 SCHOOL YEAR:

RECOMMENDATION: INSTUCTIONAL:

RIVEROAK Technical College:
Tracy West, Instructor, Part-Time Hourly for the remainder of the 2022-2023 school year

End of List
2022-2023
School Year