

Office of School Board Attorney
Walter J. Harvey, School Board Attorney

SUBJECT: REQUEST APPROVAL OF ASSIGNMENT OF PRE-EXISTING OUTSIDE COUNSEL CONTRACT TO NEW LAW FIRM PURSUANT TO REQUEST FOR PROPOSALS NO. 049-KK10 - LEGAL SERVICES AND AUTHORIZATION TO PAY OUTSTANDING INVOICES ASSOCIATED WITH THE REPRESENTATION OF THE SCHOOL BOARD IN EMINENT DOMAIN PROCEEDINGS

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

The Law firm of Ruden McCloskey has represented the Board for many years in eminent domain matters. Ruden McCloskey's representation of the School Board in eminent domain matters was in accordance with the Request For Proposal ("RFP") issued by the District and approved by the Board on July 11, 2007 through its adoption of Agenda Item G-6. Ruden McCloskey was issued a new contract with the Board pursuant to a new RFP (No. 049-KK10-Legal Services), at its June 16, 2010 meeting through the School Board's approval of Agenda Item E-142. Item E-142 presented a slate of selected law firms (identified through the RFP process) that the Board Attorney would contract with--on behalf of the Board--for legal services in specialized fields of practice. Item E-142 also authorized the Board Attorney to continue to contract with Ruden McCloskey as one of the selected eminent domain firms on an as-needed basis.

Ruden McCloskey, which was founded in 1959 and specialized in Real Estate, filed for Chapter 11 bankruptcy protection on November 1, 2011. During bankruptcy proceedings, Ruden McCloskey's assets were purchased by the Greenspoon Marder law firm. While this was not a merger of the two firms, a substantial number of Ruden McCloskey's lawyers and their accounts were retained by Greenspoon Marder through the bankruptcy court acquisition. The School Board's pending eminent domain case and related matters and the lawyers which have represented the Board in these matters were retained by the Greenspoon Marder firm, necessitating that Ruden McCloskey's prior contract with the School Board be assigned to Greenspoon Marder.

In addition, during the course and scope of Ruden McCloskey's representation of the School Board in eminent domain matters, particularly associated with the pending and continuing litigation and a pending trial. As a result of Ruden McCloskey's bankruptcy filing certain invoices from some consultants have not been paid. On January 10, 2011, we were notified that these outstanding invoices which must be verified, negotiated, and paid in order to avoid the imposition of any late fees or other related charges.

GOOD CAUSE

G-9

Accordingly, the School Board Attorney is presenting the following modification of the selected firms for the Board's approval and requests the following authorization to expeditiously issue payment on the outstanding invoices from the consultants that provided services and performed work on the relevant eminent domain proceedings:

- **Eminent Domain**

Ruden McCloskey, P.A.

The above listed firm is being replaced with the firm of Greenspoon Marder, Attorneys At Law

All other previously selected firms remain the same.

- **Authorization for the School Board Attorney to Verify, Negotiate and Issue Payment on Outstanding Invoices Related to Eminent Domain Proceedings Performed for Ruden McClosky, P.A.**

This item does not appear on the published agenda. There exists good cause to vary from the published agenda in order to ensure the uninterrupted representation of the School Board in pending eminent domain proceedings and to issue payment on outstanding invoices, related to the representation of the Board in these proceedings, as expeditiously as possible.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, pursuant to the authority granted at the June 16, 2010 School Board meeting and in accordance with the RFP No. 049-KK10-Legal Services, further authorize the Office of the School Board Attorney to contract on behalf of the Board for legal services with the law firm of Greenspoon Marder, Attorneys At Law, up to the accepted rates quoted in the RFP for the respective practice areas, to continue representing the School Board's interests for the remainder of the original contract, with two additional one-year contract extensions subject to further Board approval and for the School Board to authorize the Board to verify, negotiate and issue payment on outstanding invoices to consultants that have provided services and performed work related to pending eminent domain proceedings involving the School Board.