

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 3/21/2007

Division: County Attorney

Bulk Item: Yes No

Staff Contact/Phone #: Bob Shillinger x3470

AGENDA ITEM WORDING:

Approval of amendment to consulting agreement with K. Marlene Conaway to provide expert witness testimony.

ITEM BACKGROUND:

The County has a contract with Marlene. Conaway, the County's former planning director, to provide expert witness testimony in the administrative challenge to the ordinances adopting the Tier system. Legal staff would like to retain Ms. Conaway as an expert witness for a number of existing cases. The proposed amendment would expand the scope of services to include all pending cases to which her testimony might be relevant. It is envisioned that the contract would need to be amended for any future cases.

When Ms. Conaway first agreed to testify on behalf of the County on some of these other cases, she was working for DCA and thus was being paid by the department. Since she left DCA's employ in November of 2006, a contract is now necessary for her to testify on the County's behalf. This amendment would approve payments for her services since she left DCA. All other terms of the original contract remain the same.

PREVIOUS RELEVANT BOCC ACTION: Board approved the original contract on 2/21/07.

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: estimated \$25,000.00

BUDGETED: Yes No

COST TO COUNTY: estimated \$25,000.00

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No

AMOUNT PER MONTH YEAR

APPROVED BY: County Atty OMB/Purchasing Risk Management

DOCUMENTATION: Included Not Required

DISPOSITION: _____

AGENDA ITEM # _____

**FIRST AMENDMENT TO
AGREEMENT FOR EXPERT WITNESS SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR EXPERT WITNESS SERVICES is made as of this _____ day of _____, 2007, between Monroe County ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and K. Marlene Conaway ("CONSULTANT"), whose address is 1143 Circle Drive Tallahassee, FL 32301:

WHEREAS Section XVI of the existing Agreement for Expert Witness Services authorizes amendment to that agreement by written instrument duly executed by the parties; and

WHEREAS the Consultant's testimony would be useful to the County in other pending matters in addition to *Florida Keys Citizens Coalition & Last Stand v. Dept. of Community Affairs and Monroe County*, DOAH 06-2449; and

WHEREAS the Consultant has already provided expert assistance in some of the matters listed below;

NOW, THEREFORE, COUNTY and CONSULTANT in consideration of the mutual covenants contained herein, amend Section I, entitled Scope of Services, of their Agreement for Expert Witness Services approved by the County on or about February 21, 2007, which shall read in its entirety as follows:

SECTION I. SCOPE OF SERVICES

The CONSULTANT will provide expert witness testimony, necessary related research and investigation in the following matters as more specifically set forth below or in ancillary cases related to the following matters:

Florida Keys Citizens Coalition & Last Stand v. Dept. of Community Affairs and Monroe County, DOAH 06-2449;

Monroe County v. Dept. of Community Affairs, DOAH 06-2856;

Emmert v. Monroe County, CA P 02-520;

Collins, et al. v. Monroe County v. State of Florida, CA M 04-379;

Galleon Bay Corp. v. Monroe County v. State of Florida, CA K 02-595;

Bauknight, et al. v. Monroe County, CA P 04-451;

Neuman v. Monroe County, CA K 04-663;

Lightner, et al. v. Monroe County, CA K 07-280;

Kalan v. Monroe County, CA P 03-155;

Good v. Monroe County, CA K 01-977, as well as an asserted yet unfilled claim by Lloyd Good under the Bert J. Harris Act;

Lloyd Johnson v. Marlene Conaway and/or Aref Joulani, CA K 02-1248;

Kenneth Dorn & Katie Pearce v. Monroe County, CA P 06-203;

This amendment shall authorize payments for work performed on any of the above-listed matters regardless of whether that work was performed prior to the date this agreement was approved, however, nothing in this agreement shall authorize any payment to the Consultant for work she performed while she was a salaried employee of Monroe County or the Florida Department of Community Affairs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY
COMMISSIONERS OF
MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor Mario DiGennaro

Date: _____

K. Marlene Conaway, "Consultant"

By: K. Marlene Conaway

Name: K. Marlene Conaway

Date: March 9, 2007

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
ROBERT B. SHILLINGER, JR.
CHIEF ASSISTANT COUNTY ATTORNEY
Date: 3-12-07