



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE Jun 21 2016 10:15AM - Regular School Board Meeting

Special Order Request
 Yes No

ITEM No.:
EE-18.

AGENDA ITEM OPEN ITEMS

Time

CATEGORY EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT Procurement & Warehousing Services

Open Agenda
 Yes No

TITLE:
Third Amendment to Agreement and Additional Spending Authority - 14-037V - Federal and State Lobbying Services

REQUESTED ACTION:
Approve the Third Amendment to Agreement and additional spending authority for the above contract. Contract Term: July 1, 2016, through December 31, 2016, 6 Months; User Department: Legislative Affairs; Award Amount: \$649,581; Awarded Vendor(s): Alcalde & Fay, Ltd. Inc., Becker & Poliakoff, P.A., and Colodny Fass, PA; Minority/Women Business Enterprise Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:
The School Board of Broward County, Florida, (SBBC) solicited lobbying services for a three (3) year term on December 2, 2013, and entered into agreements with Alcalde & Fay, Ltd. Inc., Becker & Poliakoff, P.A., and Colodny Fass, P.A.
A copy of the RFP documents are available online at: <http://www.broward.k12.fl.us/supply/agenda/14-037V-Federal-State-Lobby-Service.pdf>
These Third Amendment to Agreements have been reviewed and approved to as to form and legal content by the Office of the General Counsel. See Supporting Docs for continuation of Summary Explanation and Background

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
The estimated financial impact to the District will be approximately \$102,000 for six (6) months. The funding source will come from Legislative Affairs operating budget. The request is to increase the spending authority by \$102,000, bringing the new contract value to \$649,581. The financial impact amount represents an estimated contract value however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Third Amendment to Agreements-3 (4) Approved ARF 6-23-15 RSBM EE-1 (5) Approved ARF 6-24-14 RSBM EE-7 (6) Approved ARF 12-02-13 RSBM EE-4 (7) Financial Analysis Worksheet (8) Vendor Renewal Letters-3

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:
Name: John Sullivan Phone: 754-321-2608
Name: Mary C. Coker Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
6/13/2016, 3:30:04 PM

Approved In Open Board Meeting On:

JUN 21 2016

By: *Abby M. Friedman*
School Board Chair *For the day*

**Third Amendment to Agreement and Additional Spending Authority
14-037V – Federal and State Lobbying Services
June 21, 2016 Board Meeting
Page 2**

CONTINUATION OF SUMMARY EXPLANATION AND BACKGROUND

On June 24, 2014, SBBC exercised its first of two (2) options to renew the Agreement for a period of one additional year from July 1, 2014, through June 30, 2015. On June 23, 2015, SBBC exercised its second of two (2) options to renew the Agreement for a period of one additional year from July 1, 2015, through June 30, 2016. The Lobbyists mutually desire to extend this RFP for 180 days.

EXECUTIVE SUMMARY

Third Amendment to Agreement and Additional Spending Authority 14-037V – Federal and State Lobbying Services

Broward County Public Schools' (BCPS) lobbying firms worked collaboratively to advocate for the District's priorities in Tallahassee and Washington, D.C. Each lobbying firm was responsible both individually and also mutually for monitoring and advocating for the District's legislative priorities. Duties included summarizing committee meetings; testifying in committee meetings on the District's positions; meeting with key stakeholders (legislators and staff members), and providing the entire BCPS legislative affairs team with updates as needed throughout the legislative process.

In order to quantify performance, an evaluation matrix was used. Each individual firm within the state and federal lobbying teams were evaluated based on their knowledge of and skills in handling the issues pertaining to BCPS. They were also evaluated on their ability to achieve results. In order to track progress and results, the BCPS legislative affairs team held weekly calls during the 2016 Florida Legislative Session to collaborate and coordinate BCPS' legislative priorities. Calls are also held on a bi-weekly basis when the legislature is not in session in order to ensure that the state and federal lobbying teams continue to pursue BCPS policy and budget initiatives throughout the year.

For legislators, the legislative affairs team held workshops with legislative aides in order to advance the district's priorities. Additionally, the team met and collaborated (when possible) with the Broward PTA. Furthermore, the Department of Legislative Affairs updated the department's website throughout legislative session with weekly updates. For Board Members and staff, weekly update emails were provided throughout the legislative session. Individual meetings were set up with legislators, the Governor's office, and the Department of Education for the Director of Legislative Affairs and School Board Members.

These efforts strengthened pre-existing legislative relationships; created new relationships; influenced policy; and secured funding. During the 2016 Florida Legislative Session, the state lobbying team advocated for increased funding and various policy items. Although we did not accomplish every stated goal of the district, funding was increased and certain policy goals were attained. In terms of funding, FTE was increased by \$72 (1 %), PECO was increased state-wide to \$75 million (now equal to the state-wide PECO funding for charter schools), and categorical funding within the SAI was established for the Lowest 300 Initiative. The state lobbying team assisted the department in securing two line items in the Florida State Budget (Minority Male Initiative and Adults with Disabilities). The Governor ultimately vetoed the Minority Male Initiative; however, the team was successful in securing \$800,000 for Adults with Disabilities. In terms of policy, charter school accountability was improved and the district's class size flexibility was maintained. A sponsor (school district) can now consider an applicant's financial and academic history when deciding whether to approve or deny an application. Additionally, a charter school now terminates automatically after receiving two consecutive grades of "F". Furthermore, the team successfully blocked a provision that would have eliminated the class size flexibility at our "public schools of choice", saving the district millions of dollars. Finally, the team was successful in blocking a provision that would have required the district to share a portion of our millage with charter schools

During the 114th Congress, the federal lobbying team was able to attain many of the District's priorities in the Every Student Succeeds Act (ESSA). In terms of policy, Federal Adequate Yearly Progress (AYP) targets were eliminated. In terms of funding, Title I portability language was successfully blocked and the funding formula remained unchanged.

**THIRD AMENDMENT
TO AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into as of this 21st day of June, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

ALCALDE & FAY, LTD. INC
(hereinafter referred to as "ALC"),
whose principal place of business is
2111 Wilson Boulevard, 8th Floor
Arlington, Virginia 22201

WHEREAS, SBBC and ALC entered into an Agreement on December 2, 2013 (hereinafter referred to as Agreement), under RFP 14-037V, Federal and State Lobbying Services for the purpose of providing federal and state lobbying services for SBBC; and

WHEREAS, under RFP 14-037V, regarding Federal and State Lobbying Services, the contract term is from December 2, 2013 and continuing through June 30, 2014; and may be extended for two (2) additional one year periods and, if needed, 180 days beyond the expiration date of the renewal period.

WHEREAS, on June 24, 2014, SBBC exercised its first of two (2) options to renew the Agreement for a period of one additional year from July 1, 2014 through June 30, 2015.

WHEREAS, on June 23, 2015, SBBC exercised its second of two (2) options to renew the Agreement for a period of one (1) additional year.

WHEREAS, SBBC wishes to exercise the extension of 180 days beyond the expiration date of the renewal period.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement:** The December 2, 2013 Agreement regarding Federal and State Lobbying Services for the purpose of providing lobbying services for SBBC is hereby extended for 180 days past the renewal period beginning **July 1, 2016** through **December 31, 2016** unless terminated earlier pursuant to Section 3.05 of the Agreement.

Priority of Documents. In the event of a conflict between documents, the following priority of documents shall govern:

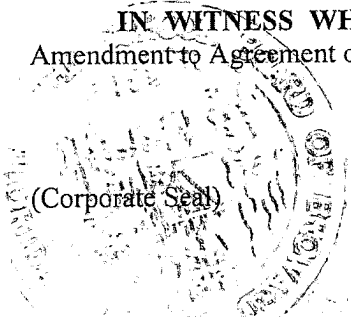
- First: This Third Amendment to Agreement, then
- Second: Second Amendment to Agreement, then
- Third: First Amendment to Agreement, then
- Fourth: Agreement, then
- Fifth: Addendum No. 3, then
- Sixth: Addendum No. 2, then
- Seventh: Addendum No. 1, then
- Eighth: RFP 14-037V – Federal and State Lobbying Services
- Ninth: Proposal submitted in response to the RFP by ALC

4. **Cost of Services.** SBBC shall pay ALC for services rendered under this Third Amendment to Agreement at a monthly retainer of \$5,000 (\$5,000 x 6 months = \$30,000). This monthly retainer fee is inclusive of all out-of-pocket expenses for services such as telephone tolls, copying, messenger services, parking, transportation, and postage. Any expenses for travel outside of the Washington metropolitan area would be additional and undertaken only at the School Board's request and direction based on the actual expenses and no administrative overhead applied. Travel expenses must follow School Board Policy 3400, Per Diem and Traveling Expenses.

5. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, First Amendment to Agreement and Second Amendment to Agreement remain in full force and effect.

6. **Subcontractors.** In the event ALC sub-contracts any of the services performed under this Agreement, SBBC retains the right to approve the sub-contractor prior to the initiation of services. ALC stipulates that it will ensure that any conflict of interest arising with regard to any other client of sub-contractor will be resolved in favor of SBBC in the performance of ALC's local, state and federal responsibilities under this contract.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to Agreement on the date first written above.



FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Abby M. Freedman
Dr. Rosalind Osgood, Chair *for the Board*

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Steven J. [Signature]
Office of the General Counsel

FOR ALC

(Corporate Seal)

ALCALDE & FAY, LTD.

ATTEST:

By *Nancy Prowitt*

_____, Secretary

[Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Virginia

COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 8th day of June, 20 16 by Nancy Prowitt of

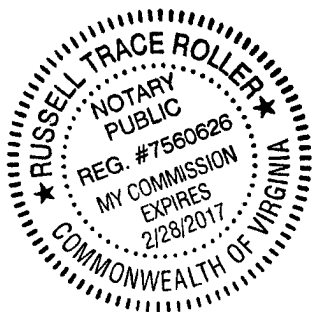
Alcalde & Fay, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public

(SEAL)



Trace Roller
Printed Name of Notary

7560626
Notary's Commission No.

**THIRD AMENDMENT
TO AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into as of this 21st day of June, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

COLODNY FASS, P.A.
(hereinafter referred to as "COLODNY"),
whose principal place of business is
1401 NW 136th Avenue, Suite 200
Sunrise, Florida 33323

WHEREAS, SBBC and COLODNY entered into an Agreement on December 2, 2013 (hereinafter referred to as Agreement), under RFP 14-037V, Federal and State Lobbying Services for the purpose of providing federal and state lobbying services for SBBC; and

WHEREAS, under RFP 14-037V, regarding Federal and State Lobbying Services, the contract term is from the date of award and continuing through June 30, 2014; and may be extended for two (2) additional one year periods and, if needed, 180 days beyond the expiration date of the renewal period.

WHEREAS, on June 24, 2014, SBBC exercised its first of two (2) options to renew the Agreement for a period of one additional year from July 1, 2014 through June 30, 2015.

WHEREAS, on June 23, 2015, SBBC exercised its second of two (2) options to renew the Agreement for a period of one additional year from July 1, 2015 through June 30, 2016.

WHEREAS, the Parties mutually desire to extend this Agreement for 180 days.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement.** The June 23, 2015 Agreement regarding Federal and State Lobbying Services for the purpose of providing state lobbying services for SBBC is hereby extended for 180 days beginning **July 1, 2016** through **December 31, 2016** unless terminated earlier pursuant to Section 3.05 of the Agreement.

3. **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

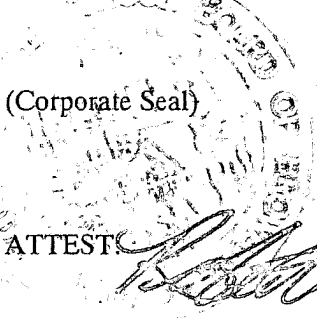
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- Second: Second Amendment to Agreement, then
- Third: First Amendment to Agreement, then
- Fourth: Agreement, then
- Fifth: Addendum No. 3, then
- Sixth: Addendum No. 2, then
- Seventh: Addendum No. 1, then
- Eighth: RFP 14-037V – Federal and State Lobbying Services
- Ninth: Proposal submitted in response to the RFP by ALC

4. **Cost of Services.** SBBC shall pay COLODNY for services rendered under this Third Amendment to Agreement at a monthly retainer of \$6,000 (\$6,000 x 6 months = \$36,000). This monthly retainer fee is inclusive of out-of-pocket expenses for services such as telephone tolls, copying, messenger services, parking, transportation, and postage. Any expenses for travel outside of the Washington metropolitan area would be additional and undertaken only at the School Board's request and direction based on the actual expenses and no administrative overhead applied. Travel expenses must follow School Board Policy 3400, Per Diem and Traveling Expenses.

5. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, First Amendment to Agreement and Second Amendment to Agreement remain in full force and effect.

6. **Subcontractors.** In the event COLODNY sub-contracts any of the services performed under this Agreement, SBBC retains the right to approve the sub-contractor prior to the initiation of services. COLODNY stipulates that it will ensure that any conflict of interest arising with regard to any other client of sub-contractor will be resolved in favor of SBBC in the performance of COLODNY's local, state and federal responsibilities under this contract.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to Agreement on the date first written above.



ATTEST

Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Abby M. Freedman
Dr. Rosalind Osgood, Chair

for the chair

Approved as to Form and Legal Content:

Salvador J. [Signature]
Office of the General Counsel

FOR COLODNY

(Corporate Seal)

COLODNY FASS, P.A.

ATTEST:

By *[Signature]*
Mike Colodny
MANAGING PARTNER

_____, Secretary

-or-

[Signature]
Witness PAT MCNAB

[Signature]
Witness SHAWN A. GILBERT

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

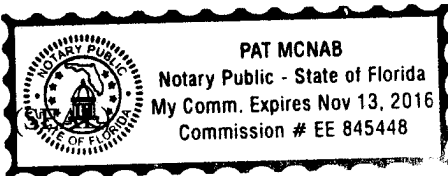
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8th day of JUNE, 2016 by Mike Colodny MANAGING PARTNER of Colodny Fass, P.A. on behalf of the corporation/agency.

He/She is personally known to me or produced identification and did/did not first take an oath. _____ as _____ Type of Identification

My Commission Expires:



[Signature]
Signature - Notary Public
PAT MCNAB
Printed Name of Notary

Notary's Commission No.

**THIRD AMENDMENT
TO AGREEMENT**

21st day of June, 2016, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BECKER & POLIAKOFF, P.A.
(hereinafter referred to as "BECKER"),
whose principal place of business is
3111 Stirling Road
Fort Lauderdale, Florida 33312

WHEREAS, SBBC and BECKER entered into an Agreement on December 2, 2013 (hereinafter referred to as Agreement), under RFP 14-037V, Federal and State Lobbying Services for the purpose of providing federal and state lobbying services for SBBC; and

WHEREAS, under RFP 14-037V, regarding Federal and State Lobbying Services, the contract term is from the date of award and continuing through June 30, 2014; and may be extended for two (2) additional one year periods and, if needed, 180 days beyond the expiration date of the renewal period.

WHEREAS, on June 24, 2014, SBBC exercised its first of two (2) options to renew the Agreement for a period of one additional year from July 1, 2014 through June 30, 2015.

WHEREAS, on June 23, 2015, SBBC exercised its second of two (2) options to renew the Agreement for a period of one additional year from July 1, 2015 through June 30, 2016.

WHEREAS, the Parties mutually desire to extend this Agreement for 180 days.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement.** The June 23, 2015 Agreement regarding Federal and State Lobbying Services for the purpose of providing state lobbying services for SBBC is hereby extended for 180 days beginning **July 1, 2016** through **December 31, 2016** unless terminated earlier pursuant to Section 3.05 of the Agreement.

3. **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern:

- First: This Third Amendment to Agreement, then
- Second: Second Amendment to Agreement, then
- Third: First Amendment to Agreement, then
- Fourth: Agreement, then
- Fifth: Addendum No. 3, then
- Sixth: Addendum No. 2, then
- Seventh: Addendum No. 1, then
- Eighth: RFP 14-037V – Federal and State Lobbying Services
- Ninth: Proposal submitted in response to the RFP by BECKER

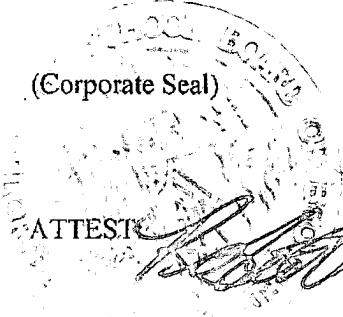
4. **Cost of Services.** SBBC shall pay BECKER for services rendered under this Third Amendment to Agreement at a monthly retainer of \$6,000 (\$6,000 x 6 months = \$36,000). This monthly retainer fee is inclusive of out-of-pocket expenses for services such as telephone tolls, copying, messenger services, parking, transportation, and postage. Any expenses for travel outside of the Washington metropolitan area would be additional and undertaken only at the School Board's request and direction based on the actual expenses and no administrative overhead applied. Travel expenses must follow School Board Policy 3400, Per Diem and Traveling Expenses.

5. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement, First Amendment to Agreement and Second Amendment to Agreement remain in full force and effect.

6. **Subcontractors.** In the event BECKER sub-contracts any of the services performed under this Agreement, SBBC retains the right to approve the sub-contractor prior to the initiation of services. BECKER stipulates that it will ensure that any conflict of interest arising with regard to any other client of sub-contractor will be resolved in favor of SBBC in the performance of BECKER's local, state and federal responsibilities under this contract.

5. **Authority.** Each person signing this First Amendment to Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to Agreement on the date first written above.



(Corporate Seal)

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Atty M. Friedman
Dr. Rosalind Osgood, Chair

ATTEST

Robert W. Runcie

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of
Broward County, Florida, ou=The Office of the General
Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.06.10 14:49:19 -04'00'

Office of the General Counsel

FOR BECKER

(Corporate Seal)

BECKER & POLIAKOFF, P.A.

ATTEST:

By *Yolanda Cosh Jackson*
FOR THE FIRM

_____, Secretary

-or-

Colleen LaPlant
Witness

Melanie A Borno
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10 day of June, 2016 by Yolanda Cosh Jackson of Becker & Poliakoff, P.A. on behalf of the corporation/agency.

He/She is personally known to me or produced as identification and did/did not first take an oath. Notary Public Type of Identification

My Commission Expires:

Colleen LaPlant
Signature – Notary Public

Colleen LaPlant
Printed Name of Notary

Notary's Commission No.

(SEAL)





AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

| | |
|--------------------------------------|-------------------------------------|
| Special Order Request | |
| <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Time | |
| Open Agenda | |
| <input checked="" type="radio"/> Yes | <input type="radio"/> No |

ITEM No.:
EE-1.

| | |
|---------------------|--|
| MEETING DATE | Jun 23 2015 10:15AM - Regular School Board Meeting |
| AGENDA ITEM | OPEN ITEMS |
| CATEGORY | EE. OFFICE OF STRATEGY & OPERATIONS |
| DEPARTMENT | Procurement & Warehousing Services |

TITLE:
Second Amendment to Agreement and Additional Spending Authority - 14-037V - Federal and State Lobbying Services

REQUESTED ACTION:
Approve the Second Amendment to Agreement and an additional spending authority for the above contract. Contract Term: July 1, 2015, through June 30, 2016, 1 Year; User Department: Public Information Office; Award Amount: \$547,581; Awarded Vendor(s): Alcalde & Fay, Ltd.; Becker & Poliakoff, P.A.; and Colodny Fass, PA; M/WBE Vendor(s): None

SUMMARY EXPLANATION AND BACKGROUND:
The School Board of Broward County, Florida (SBBC) solicited lobbying services for a three (3) year term on December 2, 2013, and entered into agreement and a First Amendment to the agreement with Alcalde & Fay, Ltd.; Becker & Poliakoff, P.A.; and Colodny, Fass, Talenfeld, Kartinsky, Abate & Webb, P.A., on December 12, 2013, and June 24, 2014, under RFP 14-037V, Federal and State Lobbying Services.
See Supporting Docs for continuation of Summary Explanation and Background.
A copy of the RFP documents are available online at: <http://www.broward.k12.fl.us/supply/agenda/14-037V-Federal-State-Lobby-Service.pdf>
These Second Amendment to Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
The estimated financial impact will be \$204,000. All expenditures for this contract will come from the existing approved Public Information Office budget.

EXHIBITS: (List)
(1) Continuation of Summary Explanation and Background (2) Second Amendment to Agreements-3 (3) Approved ARF 12-2-2013 RSBM EE-4 (4) Approved ARF 6-24-2014 RSBM EE-7 (5) Financial Analysis Worksheet (6) Renewal Letters-3

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

| | |
|--|---------------------|
| SOURCE OF ADDITIONAL INFORMATION: | |
| Name: Tracy Clark | Phone: 754-321-2616 |
| Name: Ruby Crenshaw | Phone: 754-321-0501 |

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: **JUN 23 2015**
By:

Signature
Maurice Woods
Monday, June 15, 2015 1:31:22 PM

School Board Chair

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

REVISED

| | | | |
|--------------------------------|---|---|-----------------------------------|
| Meeting Date 6/24/14 | Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Agenda Item Number EE-7 |
|--------------------------------|---|---|-----------------------------------|

TITLE: **RFP Amendment / Additional Spending Recommendation of \$500,000 or Less**
14-037V Federal and State Lobbying Services

REQUESTED ACTION: Approve the Amendment and additional spending authority for the above RFP

| Extension Term | User Department | Award Amount | Vendor (s) Awarded | M/WBE Vendor(s) |
|--|---|--------------|--------------------|--|
| July 1, 2014 through June 30, 2015 1 year | Public Relations & Governmental Affairs | \$343,581 | 5- 4 | MeKee Communications (African American, M/WBE Coral Springs, FL) <u>None</u> |

SUMMARY EXPLANATION AND BACKGROUND:

The School Board of Broward County, Florida (SBBC) entered into agreements with Alcalde & Fay, Ltd.; Becker & Poliakoff, P.A.; Colodny, Fass, Talenfeld, Karlinsky, Abate & Webb, P.A., and ~~MeKee Communications, Inc.~~, to provide professional federal and state lobbying services under RFP 14-037V.

It is recommended that the First Amendment to Agreement for Alcade & Fay, Ltd., be renewed for federal lobbying services for another term. This firm lobbies the legislative and executive branches of the federal government, including federal agencies, and possesses the necessary skills to counsel SBBC on strategies concerning legislative and administrative advocacy to assist SBBC in its goals of federal funding for the District.

It is recommended that the First Amendment to Agreements for Becker & Poliakoff, P.A.; Colodny, Fass, Talenfeld, Karlinsky, Abate & Webb, P.A., and ~~MeKee Communications~~ be renewed for state lobbying services for another term. These firms lobby the legislative and executive branches of the Florida state government on the District's behalf.

These agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

- Goal 1: High Quality Instruction
- Goal 2: Continuous Improvement
- Goal 3: Effective Communication

FINANCIAL IMPACT:

RFP 14-037V was approved on December 2, 2013, with a spending authority of \$126,581. The current recommendation is to increase the spending authority by \$217,000 to cover the spending for an additional year. This additional recommendation will provide a total spending authority of \$343,581 for this contract. All expenditures for this contract will come from the existing approved Public Information Officer's budget.

EXHIBITS: (List)

1. First Amendment to Agreements
2. Approved Agenda Request Form 12/02/13 RSBM (EE-4)
3. Financial Analysis Worksheet
- 4. Lobbying Efforts This Past School Year**

| | | | | | | | | | |
|-----------------|--|-------------|--------------|-----------------|--------------|---------------|--------------|------|-------|
| APPROVED | <p>SOURCE OF ADDITIONAL INFORMATION:</p> <table style="width:100%; border: none;"> <tr> <td style="border: none;">Tracy Clark</td> <td style="border: none; text-align: right;">754-321-2616</td> </tr> <tr> <td style="border: none;">Sheela VanHoose</td> <td style="border: none; text-align: right;">754-321-2600</td> </tr> <tr> <td style="border: none;">Ruby Crenshaw</td> <td style="border: none; text-align: right;">754-321-0501</td> </tr> <tr> <td style="border: none; font-size: small;">Name</td> <td style="border: none; font-size: small; text-align: right;">Phone</td> </tr> </table> | Tracy Clark | 754-321-2616 | Sheela VanHoose | 754-321-2600 | Ruby Crenshaw | 754-321-0501 | Name | Phone |
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| Sheela VanHoose | 754-321-2600 | | | | | | | | |
| Ruby Crenshaw | 754-321-0501 | | | | | | | | |
| Name | Phone | | | | | | | | |

(For Official School Board Records' Office Only)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Maurice L. Woods *M.L.W.*
Chief Strategy & Operations Officer
Office of Strategy & Operations

Approved in Open Board Meeting on:


 JUN 24 2014

 School Board Chair

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

| | | | | |
|--|--|--|--|-----------------------------------|
| Meeting Date 12/02/13 | <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px;">Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> <td style="width:50%; padding: 5px;">Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> </table> | Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Agenda Item Number EE-4 |
| Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |

TITLE: Request for Proposals (RFP) 14-037V Recommendation - Federal and State Lobbying Services

REQUESTED ACTION:
 Approve the RFP recommendation as stated on the attached award recommendation and Agreements between The School Board of Broward County, Florida, and Alcade & Fay, Ltd., McKee Communications, Inc., Becker & Poliakoff, P.A., and Colodny, Fass, Talendfeld, Karlinsky, Abate & Webb, P.A.

| RFP | TITLE | LOCATION | AMOUNT | M/WBE VENDORS |
|---------|--|---|-----------|---|
| 14-037V | Federal and State Lobbying Services Contract period: December 2, 2013 through June 30, 2014 | Public Relations & Governmental Affairs | \$126,581 | Includes an award to one certified M/WBE vendor: McKee Communications, Inc. (African-American M/WBE: Coral Springs, FL) |

SUMMARY EXPLANATION AND BACKGROUND:
 The School Board of Broward County, Florida (SBBC), received proposals from firms for professional federal and state lobbying services. These firms shall be experienced and knowledgeable in K-20 education, and shall be knowledgeable of performance accountability systems.

It is recommended that Alcade & Fay, Ltd., be awarded for federal lobbying services. This firm will lobby the legislative and executive branches of the federal government, including federal agencies, and shall possess the necessary skills to counsel SBBC on strategies concerning legislative and administrative advocacy to assist them in their goals of federal funding for the District.

It is further recommended that the firms of McKee Communications, Inc., Becker & Poliakoff, P.A., and Colodny, Fass, Talendfeld, Karlinsky, Abate & Webb, P.A., be awarded for state lobbying services. These firms will lobby the legislative and executive branches of the Florida state government on the District's behalf.

Board approval of this RFP recommendation does not mean the amount shown will be spent. This amount represents the estimated contract value and purchases may be made through the term of this contract from available funds already included in the department's budget.

These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

- Goal 1: High Quality Instruction
- Goal 2: Continuous Improvement
- Goal 3: Effective Communication

FINANCIAL IMPACT:
 All expenditures for this contract will come from the existing approved department budget. Staff will provide a report to the School Board semi-annually detailing expenditures by contract.

EXHIBITS: (List)

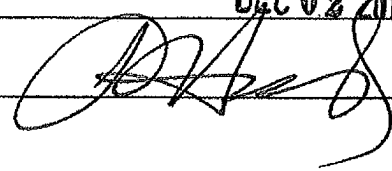
1. Proposed Agreements
2. RFP 14-037V

| | | | | | | | |
|-----------------|--|-------------|--------------|--------------|--------------|------|-------|
| APPROVED | SOURCE OF ADDITIONAL INFORMATION: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">Tracy Clark</td> <td style="width:30%;">754-321-2616</td> </tr> <tr> <td>Carol Barker</td> <td>754-321-0506</td> </tr> <tr> <td style="font-size: small;">Name</td> <td style="font-size: small;">Phone</td> </tr> </table> | Tracy Clark | 754-321-2616 | Carol Barker | 754-321-0506 | Name | Phone |
| Tracy Clark | 754-321-2616 | | | | | | |
| Carol Barker | 754-321-0506 | | | | | | |
| Name | Phone | | | | | | |

(For Official School Board Records' Office Only)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Maurice L. Woods
Chief Strategy & Operations Officer
Office of Strategy & Operations

Approved in Open Board Meeting on: DEC 02 2013

By:  School Board Chair

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL. 754-321-0501 • FAX 754-321-0936



PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKEIL, DIRECTOR
www.browardschools.com

SCHOOL BOARD
DR. ROSALIND OSBOOD, Chair
ADITY M. FREEDMAN, Vice Chair

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PATRICIA GOOD,
LAURIE RICH LEVINSON
ANN MURRAY
NORA RUPERT

ROBERT W. RINCKE
Superintendent of Schools

VIA EMAIL & FACSIMILE

March 15, 2016

Alcalde & Fay, Ltd.
Attn: Daniel McBeth
2111 Wilson Boulevard, 8th Floor
Arlington, VA 22201

Phone: 703-841-0626
Fax: 703-243-2874
Email: mcbeth@alcalde-fay.com

Reference: RFP 14-037V – Federal and State Lobbying Services

Dear Ms. McBeth:

The above-referenced contract expires **June 30, 2016**. In accordance with Special Condition 2.3 of the RFP, this contract may, by mutual agreement and upon School Board approval, be extended for 180 days beyond the expiration date of the renewal period from **July 1, 2016** through **December 31, 2016**. **This letter does not constitute the actual renewal or contract offer.** Please indicate below your willingness to extend this RFP award, which shall be considered by the School District for extension of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain (or reduce) the monthly retainer fee. Please execute this document on the space provided and return it to my attention **no later than March 24, 2016**. For our informational backup, when going to our Board to approve an extension, if this RFP is not extended and SBBC goes out for a new RFP, would your retainer fee remain the same, be lower or would your retainer fee increase?

If this RFP is not extended, retainer fee in the new RFP would stay the same (check if yes)
If this RFP is not renewed, retainer fee in the new RFP would be lower (check if yes)
If this RFP is not renewed, retainer fee in the new RFP would be higher (check if yes)

If you checked off that the retainer fee would be higher in a new RFP, by what percentage would the retainer fee be higher compared to the prices in RFP 14-037V. Indicate the percentage if you checked off that your retainer fee would be higher in a new ITB/RFP _____%

If you do not respond by **March 25, 2016**, the School District will not consider your extension of this contract. The School District will notify you if, and when, your contract is extended by the School Board. Thank you for your prompt attention to this matter.

- Yes, I offer to renew the current contract award at the current awarded price(s).
- Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
- No, I do not wish to renew the current contract award.

Sincerely,

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

Signature of Authorized Representative

CVH/at
cc. Bid File

Danielle McBeth, Partner
Name and Title of Authorized
Representative (PLEASE PRINT)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33391 • TEL 754-321-0501 • FAX 754-321-0936



PROCUREMENT & WAREHOUSING SERVICES
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SCHOOL BOARD
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LAURIE RICH LEVINSON
ANN MURRAY
NORA ROBERT

ROBERT W. RUNCIE
Superintendent of Schools

VIA EMAIL & FACSIMILE

March 15, 2016

Ms. Yolanda Jackson
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Florida 33312

Phone: 954-985-4132
Fax: 954-985-4176
Email: ykackson@bplegal.com

Reference: RFP 14-037V – Federal and State Lobbying Services

Dear Ms. Jackson:

The above-referenced contract expires **June 30, 2016**. In accordance with Special Condition 2.3 of the RFP, this contract may, by mutual agreement and upon School Board approval, be extended for 180 days beyond the expiration date of the renewal period from **July 1, 2016** through **December 31, 2016**. This letter does not constitute the actual renewal or contract offer. Please indicate below your willingness to extend this RFP award, which shall be considered by the School District for extension of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain (or reduce) the monthly retainer fee. Please execute this document on the space provided and return it to my attention **no later than March 24, 2016**. For our informational backup, when going to our Board to approve an extension, if this RFP is not extended and SBBC goes out for a new RFP, would your retainer fee remain the same, be lower or would your retainer fee increase?

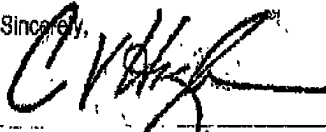
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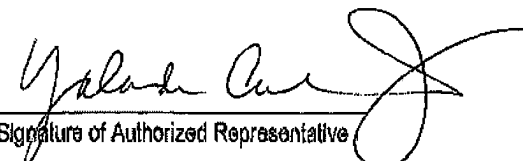
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Sincerely,


Charles V. Hight, C.P.M., A.P.P., MBA
Purchasing Agent IV


Signature of Authorized Representative

CVH/at
cc: Bld File

SHARE HOLDER
Name and Title of Authorized Representative (PLEASE PRINT)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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LAURIE RICH LEVINSON
ANN MURRAY
NORA RIPIERI

ROBERT W. RUNCIE
Superintendent of Schools

VIA EMAIL & FACSIMILE

March 15, 2016

Mr. Mike Colodny Phone: 954-492-4010
Colodny & Fass, P.A. Fax: 954-492-1144
1401 NW 136 Ave. Suite 200 Email: mcolodny@colodnyfass.com
~~100 S.E. 3rd Avenue, 23rd Floor~~
~~Fort Lauderdale, Florida 33394~~ **SUNRISE, FL 33323**

Reference: RFP 14-037V – Federal and State Lobbying Services

Dear Mr. Colodny:

The above-referenced contract expires **June 30, 2016**. In accordance with Special Condition 2.3 of the RFP, this contract may, by mutual agreement and upon School Board approval, be extended for 180 days beyond the expiration date of the renewal period from **July 1, 2016** through **December 31, 2016**. **This letter does not constitute the actual renewal or contract offer.** Please indicate below your willingness to extend this RFP award, which shall be considered by the School District for extension of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement to maintain (or reduce) the monthly retainer fee. Please execute this document on the space provided and return it to my attention **no later than March 24, 2016**. For our informational backup, when going to our Board to approve an extension, if this RFP is not extended and SBBC goes out for a new RFP, would your retainer fee remain the same, be lower or would your retainer fee increase?

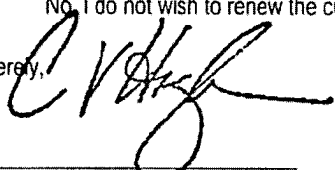
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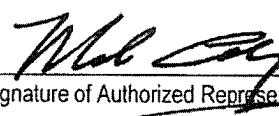
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Sincerely,


Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV


Signature of Authorized Representative

CVH/at
cc: Bid File

Mike Colodny - MANAGING PARTNER
Name and Title of Authorized
Representative (PLEASE PRINT)