



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2017-12-05 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request
<input type="radio"/> Yes <input checked="" type="radio"/> No

ITEM No.:
EE-7.

Time

Open Agenda
<input checked="" type="radio"/> Yes <input type="radio"/> No

TITLE:
 First Amendment to Agreement and Additional Spending Authority - 17-107V -Student Generation Rate/School Impact Fee Study

REQUESTED ACTION:
 Approve the First Amendment of the Agreement and additional spending authority for the above contract. Contract Term: December 21, 2016 through November 30, 2017, or upon the adoption of the updated Student Generation Rate/School Impact Fee Study by the Broward County Board of County Commissioners; 11 Months or more; User Department: Facility Planning & Real Estate Department; New Award Amount: \$122,965; Awarded Vendor(s): Tindale Oliver and Associates, Inc. d/b/a Tindale Oliver; Small/Minority/Women Business Enterprise Vendor(s): Chen Moore and Associates, Inc.

SUMMARY EXPLANATION AND BACKGROUND:
 On December 20, 2016, The School Board of Broward County, Florida, approved the contract to perform a Student Generation Rate and School Impact Fee Study with Tindale Oliver. The project involves updating the Student Generation Rate/School Impact Fee Study Countywide - Technical Report 1 prepared by Walter H. Keller, Inc. in June, 2014. The Oversight Committee requested that Tindale Oliver present their findings at additional meetings which were not stated in their original proposal. Tindale Oliver is seeking compensation for attending these additional meetings.

 The First Amendment to the Agreement has 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 to the District will be \$28,090 which includes the cost of the additional meetings. The contract award amount was for \$94,875. This request is to increase the spending authority by \$28,090, bringing the new contract value to \$122,965. The funding source will come from the Capital Budget reserve. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
 (1) Executive Summary (2) Agreement (3) Approved ARF 12-20-16 RSBM EE-16 (4) Financial Analysis Worksheet

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Leslie M. Brown	Phone: 754-321-2100
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

Approved In Open Board Meeting On: **DEC 05 2017**
 By: *Nora Rupert*
 School Board Chair

Signature

Maurice Woods
 11/28/2017, 3:12:16 PM

EXECUTIVE SUMMARY

First Amendment to Agreement and Additional Spending Authority 17-107V – Student Generation Rate/School Impact Fee Study

The School Board of Broward County, Florida (SBBC), approved the contract for 17-107V- Student Generation Rate/School Impact Fee Study on December 20, 2016, and it was awarded to Tindale Oliver and Associates, Inc. d/b/a Tindale Oliver. This project involves updating the Student Generation Rate/School Impact Fee Study Countywide –Technical Report 1 prepared by Walter H. Keller, Inc. in June 2014.

The contract that was approved on December 20, 2016, allowed for ten (10) meetings to be performed during the term of the contract. On April 12, 2017, the Oversight Committee requested Tindale Oliver to present the study findings at additional meetings. Subsequently, the School Board at June 20, 2017, workshop directed that Tindale Oliver should present the study findings at additional meetings to get buy-in from stakeholders before the School Board takes formal action on the study. Thus, the one (1) additional School Board Workshop and two (2) additional Oversight Committee meetings were already attended by Tindale Oliver, and therefore exceed the original ten (10) meetings that were initially called for in Attachment D of the original Agreement.

Due to the short timeframes required for Tindale Oliver to attend and present the study findings at these additional meetings, staff was unable to obtain prior approval from the School Board for the cost associated with these additional meetings. Thus, Tindale Oliver is seeking compensation for attending these additional meetings.

In addition to these three (3) additional meetings performed by Tindale Oliver, there may be a need for Tindale Oliver to attend future additional meetings (if requested) until the study is adopted by the Broward County Board of County Commissioners. Therefore, the provision for payment of any future additional meetings is also included in this First Amendment to Agreement. The additional \$15,000 will cover additional meetings that may be required under this First Amendment to Agreement. The new award amount shall not exceed \$122,965 for the term of the contract.

Financial Analysis

Purchase order 7517015697 was issued to Tindale Oliver on March 3, 2017, for \$94,875.

Contract Amount:	<u>\$94,875</u>
Exhibit 1 – Oversight Committee Meeting on August 9, 2017, and School Board Workshop on August 15, 2017	<u>\$9,510</u>
Exhibit 2 – Oversight Committee Meeting on October 11, 2017	<u>\$3,580</u>
Additional Meetings	<u>\$15,000</u>
<u>TOTAL “NOT-TO-EXCEED”</u>	<u>\$122,965</u>

FIRST AMENDMENT TO AGREEMENT

5th THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this day of December, 2017, 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

TINDALE OLIVER & ASSOCIATES, INC.
D/B/A TINDALE OLIVER
(hereinafter referred to as "VENDOR"),
having its principal place of business at
1000 North Ashley Drive, Suite 400
Tampa, Florida 33602

WHEREAS, SBBC and VENDOR entered into an Agreement dated December 20, 2016 (hereafter "Agreement") for Request for Proposal 17-107V – Student Generation Rate/School Impact Fee Study; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

WHEREAS, The Agreement, under Attachment A, Scope of Work – Sections 8, and Attachment C – Proposed Schedule, allows for a total of ten (10) meetings to be performed during the term of the contract. Three (3) additional meetings were attended by VENDOR which exceed the original ten (10) meetings proposed. VENDOR is seeking compensation for attending these additional meetings and any future additional meetings that the VENDOR is required to attend.

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. **Amended Provisions.** The Agreement is hereby amended by interlineation to amend the Cost of Services.
3. **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- First: This First Amendment to Agreement, then;
- Second: Agreement, then;
- Third: Addendum No. 1, then;
- Fourth: RFP 17-107V – Student Generation Rate/School Impact Fee Study, then;
- Fifth: Proposal submitted in response to the RFP by VENDOR.

4. **Cost of Services. Exhibits 1 and 2** provide a breakdown of the costs associated with the three additional meetings (preparation for one School Board Workshop and two Oversight Committee meetings); including attendance, and addressing questions posed at the meetings. In addition to these three additional meetings already attended by VENDOR, any future additional meetings (if needed) shall be charged the hourly rates included in Attachment D of the Agreement as provided by VENDOR.

Title	Hourly Rate
Principal	\$205.00
Project Manager	\$165.00
Legal Attorney	\$195.00
Senior Engineer/Planner	\$105.00
Planner/Engineer	\$80.00
GIS Specialist/CADD	\$70.00
Admin/Clerical	\$55.00

Exhibit 1, dated July 10, 2017 is \$9,510.00

Exhibit 2, dated October 2, 2017 is \$3,580.00

Total for additional services is \$13,090.00

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

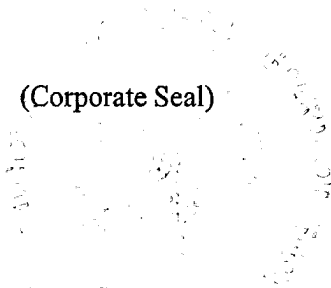
5. **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect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

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

**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK;
SIGNATURE PAGES TO FOLLOW]**

FOR SBBC

(Corporate Seal)



THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

By Nora Rupert
Nora Rupert, Chair

ATTEST:

Robert W. Runcie

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.
Smith

Date: 2017.11.08 10:47:53 -05'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

TINDALE OLIVER & ASSOCIATES, INC.
D/B/A TINDALE OLIVER

By William L. Ball

William L. Ball, Chief Operating Officer

_____, Secretary

-or-

Donald D. Latkovic
Witness Donald D. Latkovic

Lucy Bengochea
Witness Lucy Bengochea

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 Hillsborough

The foregoing instrument was acknowledged before me this 7th day of November, 2017 by William L. Ball of _____
Name of Person

Tindale-Oliver & Associates, Inc. dba Tindale Oliver, on behalf of the corporation/agency.
Name of Corporation or Agency

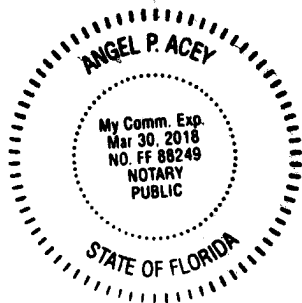
He/She is personally known to me or produced NA as identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires:

March 30, 2018

Angel P. Acey
Signature - Notary Public

(SEAL)



Angel P. Acey
Printed Name of Notary

FF 88249
Notary's Commission No.