



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-05-07 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
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

ITEM No.:  
**EE-21.**

**TITLE:**  
Recommendation to Approve First Amendment and Additional Spending Authority - 57-003E - TV Viewership Measurement Service (Rentrak)

**REQUESTED ACTION:**  
Approve the First Amendment to renew the Agreement with additional spending authority. Contract Term: December 21, 2016 through June 30, 2020, 3 Years, 7 Months; User Department: Broward Education Communications Network (BECON); Additional Requested Amount: \$35,000; New Award Amount \$140,000; Awarded Vendor(s): Rentrak Corporation; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
This contract is utilized as a measurement tool to gather data on the number of households tuned to specific broadcast stations in real time, allowing for BECON to generate reports on precise audience measurements for specific programs or day parts.  
This 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 \$140,000. The contract award amount was for \$105,000. The request is to increase the spending authority by \$35,000 bringing the new contract value to \$140,000. The funding source is BECON's Operating Budget. The financial amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**  
(1) Executive Summary (2) First Amendment Agreement (3) Financial Analysis Worksheet

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

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Rick Reynolds	Phone: 754-321-1010
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: **MAY 07 2019**  
By: *Leatha P. Brinkworth*  
School Board Chair

Signature  
*Maurice Woods*  
4/25/2019, 2:09:05 PM

## EXECUTIVE SUMMARY

### Recommendation to Approve First Amendment and Additional Spending Authority 57-003E – TV Viewership Measurement Service

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#### **Introduction**

##### **Responsible: Procurement & Warehousing Services (PWS)**

This request is to approve the First Amendment to the Agreement between Rentrak Corporation (Rentrak) and The School Board of Broward County, Florida (SBBC), for one (1) year, starting July 1, 2019 through June 30, 2020, with additional spending authority.

The School Board approved the Agreement on December 20, 2016, as item EE-10 for a term commencing December 21, 2016 through June 30, 2019, with an option for two (2) additional one (1) year renewal periods. The First Amendment will exercise the first of two (2) renewal options.

#### **Goods/Services Description**

##### **Responsible: Broward Education Communications Network (BECON)**

Rentrak uses electronic technology to gather data on the number of households tuned to specific broadcast stations in real time. Rentrak's measurement tools allow stations to generate reports on precise audience measurements for specific programs or dayparts. It also gathers demographic data to provide a more complete profile of a station's viewers.

BECON will use these reports to make better programming decisions and to set a fair market value for airtime on the District's television station. This data allows BECON to give organizations accurate information about the people they can reach with the message that they support quality public education for all Broward County students.

Data provided by Rentrak will allow BECON to enter revenue agreements with sponsors that will reduce the District's financial commitment to the operating costs of the station, directing more budget resources to classroom instruction. Without the data provided by Rentrak, BECON has no way to determine audience size, demographic profiles, or the relative value of our station and programs compared to other stations in South Florida. Accurate data is necessary to establish and build a successful revenue model for a non-commercial station. Rentrak's services provide the only practical solution for gathering statistically accurate audience data. A well-designed underwriting plan shaped by the data Rentrak provides can result in revenue that far exceeds the cost of the data collection services.

BECON is working to increase revenue so that more District resources can be directed to classroom use. A key source of revenue for non-commercial broadcast stations is underwriting support from corporate sponsors. Rentrak provides accurate viewing audience data that allows BECON to set the value of airtime for underwriting announcements and enter agreements that bring in revenue while raising the public profile of organizations that choose to support public education.

#### **Procurement Method**

##### **Responsible: PWS and BECON**

The direct negotiation was performed in accordance with Purchasing Policy 3320, VI(C)(5)(c), and Section 6A-1.012(14), F.A.C., permit the acquisitions of Information & Technology as defined in Section 282.0041(14), Florida Statutes.

While there are other rating services, Rentrak is unique in that they deliver television measurement utilizing set top box data collected from satellite, cable, and telco multichannel video providers in Miami. Their measurement comes from 324,000 households, which equates to one (1) in five (5) homes in Miami.

**Recommendation to Approve First Amendment and Additional Spending Authority**  
**57-003E – TV Viewership Measurement Service**  
**May 7, 2019 Board Agenda**  
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Other services use small samples, while Rentrak measures via massive databases. Rentrak is able to provide insight into WBEC (BECON-TV's call letters) viewership where others cannot due to insufficient sample counts. Accurate data is required as BECON seeks to secure revenue from effective underwriting support programs, which should more than cover the cost of the Rentrak service. For these reasons, direct negotiation was utilized for this renewal.

**Financial Impact**

**Responsible: PWS and BECON**

The additional spending authority requested is \$35,000 and will be funded by BECON's Operating Budget. The agreement to renew the services comes with no increase in cost over previous years. A summary of the spending authority is shown below.

Original Agreement spending authority	\$ 105,000
<u>First Amendment spending authority</u>	<u>\$ 35,000</u>
<b><u>Total spend authority</u></b>	<b><u>\$ 140,000</u></b>

The approval of this recommendation does not mean the authorized amount will be spent.

## FIRST AMENDMENT TO AGREEMENT

7<sup>th</sup> THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this day of May, 2019, 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

**RENTRAK CORPORATION**  
(hereinafter referred to as "VENDOR"),  
having its principal place of business at  
7700 Northeast Ambassador Place, Portland, Oregon 97220

**WHEREAS**, SBBC and VENDOR entered into an Agreement dated December 20, 2016 (hereafter "Agreement"); and

**WHEREAS**, the Agreement is for SBBC to subscribe to VENDOR's Station View Essentials reporting system, a product in VENDOR's Essentials Business Intelligence Suite, which provides location television stations with a transactional tracking and reporting system for television programming and advertising; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement on through this First Amendment to Agreement (hereafter "Amendment").

**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:

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

1.02 **Term of Agreement.** The term of the Agreement is hereby extended from July 1, 2019 through June 30, 2020, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this First Amendment at the rate of Thirty-Five Thousand Dollars and 00/100 Cents per year due net thirty (30) days from the renewal date or issuance of a proper and correct invoice in a single, lump sum.

1.04 **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:

- a) this First Amendment to Agreement; **then**
- b) the Agreement.

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

1.06 **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.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**



(Corporate Seal)

**FOR SBBC:**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By *Heather P. Brinkworth*  
Heather P. Brinkworth, Chair

ATTEST:

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

Approved as to Form and Legal Content:

*Eric Abend*  
Digitally signed by Eric  
Abend  
Reason: RC Amend 2019  
Date: 2019.04.22  
08:55:43 -04'00'

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

RENTRAK CORPORATION

ATTEST:

By *Greg Fink*  
Greg Fink, Director

\_\_\_\_\_  
, Secretary

-or-

*Natalie J. Smith*  
Witness

*Morris L. Abston*  
Witness

STATE OF Virginia  
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 17 day of April, 2019 by Greg Fink of

Name of Person

Comscore, Inc. on behalf of the corporation/agency. He/She is personally known to me or produced passport as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 7/31/2021

*Janet E. Eyerly Overvold*  
Signature - Notary Public

Janet E. Eyerly Overvold  
Printed Name of Notary

7581090  
Notary's Commission No.

(SEAL)



