



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council
Robert L. Vernon, Mayor
Jorge E. Mendia, Vice Mayor
Michael Davey
Enrique Garcia
Steve Liedman
Thomas Thornton
Patricia Weinman

Village Manager
Genaro "Chip" Iglesias

DT: May 7, 2008

TO: Honorable Mayor and Members of the Village Council

FR: Genaro "Chip" Iglesias, Village Manager

RE: Charter High School Consultant Contract

Handwritten signature of Genaro "Chip" Iglesias

RECOMMENDATION

It is recommended that the Village Council approve the attached resolution which authorizes my office to execute the attached contract with Fielding Nair International for consultant services related to a Municipal Charter High School.

EXPLANATION

On April 30, 2008, the Village Council authorized my office to negotiate a contract with Fielding Nair International for consultant services related to a Municipal Charter High School. The Council also directed my office to obtain consultant services through Fielding Nair International consultant services related to the preparation of a Charter Municipal High School Application. The total cost of all of the consultant services is listed below.

Table with 3 columns: CONSULTANT, SERVICES TO THE VILLAGE, COST. Rows include Fielding Nair (\$72,000\*), Edvisions (\$32,000\*), In Rem Solutions (\$20,000), and TOTAL (\$124,000).

\*The Village will be required to pay for all hotel and travel expenses.

Fielding Nair has indicated the work will be completed in ten weeks from the date they receive the notice to proceed. This estimate does not include the amount of time the Village will require to review work products and secure their approvals or set up required meetings. The funding source is listed in the FY08 Capital Outlay Budget as "Educational Initiatives - High School.

RESOLUTION NO. 2008 - \_\_\_\_\_

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA; APPROVING AGREEMENT FOR MUNICIPAL CHARTER SCHOOL STUDY SERVICES BETWEEN FIELDING NAIR INTERNATIONAL, LLC, AND THE VILLAGE OF KEY BISCAYNE; IDENTIFYING AND AUTHORIZING FUNDING SOURCE; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to the RFP competitive selection process utilized by the Village for the Municipal Charter School Planning Program, the Village Council of the Village of Key Biscayne desires to utilize the work and services of Fielding Nair International, LLC (the "Consultant"), an experienced municipal charter school planner, to review the current educational state of the village, the options available from an educational standpoint, and make recommendations on future steps; and

WHEREAS, the Village Council allocated funds in the FY08 Capital Outlay Budget for this project under "Educational Initiatives – High School"; and

WHEREAS, the Village Council finds that the approval of the Agreement for Municipal Charter School Study Consultant Services between Consultant and the Village (the "Agreement"), attached as Exhibit "A", is in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

**Section 2.**     **Authorization.** That the Agreement (Exhibit "A") is hereby approved and the Village Manager is hereby authorized to execute the attached Agreement between Consultant

and the Village for the provision of work and services described in the Agreement, in substantially the form attached hereto, once approved by the Village Attorney as to form and legal sufficiency.

**Section 3.**     **Funding Source.** That the Village Manager is authorized to utilize funds from the “Educational Initiatives – High School” source in FY08 Capital Outlay Budget for expenditures required by the Agreement.

**Section 4.**     **Implementation.** That the Village Manager is authorized to take all action necessary to implement the purposes of this resolution and the Agreement.

**Section 5.**     **Effective Date.** That this resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 13<sup>th</sup> day of May, 2008.

\_\_\_\_\_  
ROBERT VERNON, MAYOR

ATTEST:

\_\_\_\_\_  
CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Village Attorney

**VILLAGE OF KEY BISCAYNE  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_ day of May, 2008, by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and FIELDING NAIR INTERNATIONAL, LLC, a State of Minnesota limited liability corporation which is authorized to do business in the State of Florida (the "CONSULTANT").

**RECITALS:**

The VILLAGE wants to engage the CONSULTANT to perform for the VILLAGE certain professional municipal charter school study services (the "Specified Services"), which are within CONSULTANT'S expertise, as specifically described in the CONSULTANT'S proposal (the "Proposal" ) , including the clarifying letter of March 14<sup>th</sup>, 2008 . A copy of the Proposal is attached hereto and incorporated herein as Exhibit "A". The CONSULTANT shall enlist the firm of Edvisions (the "OVERVIEW SUBCONSULTANT ") to perform the overview of the Florida charter school system as described in Category Five of Exhibit "A". The CONSULTANT shall enlist the firm of In Rem Solutions, Inc. (the "APPLICATION SUBCONSULTANT") to provide services relating to preparation, coordination, and composition of a charter school application as described by the Scope of Services supplied by In Rem, a copy of which is attached hereto and incorporated herein as "Exhibit B", in the event that the VILLAGE decides to go forward with a charter school application. The CONSULTANT, supported by the OVERVIEW SUBCONSULTANT and APPLICATION SUBCONSULTANT, wants to provide such Specified Services as described in the Proposal and in this Agreement .

**In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:**

1. **SCOPE OF SERVICES**

A. CONSULTANT agrees to perform the Specified Services upon written request from the Village Manager.

B. CONSULTANT shall utilize the OVERVIEW SUBCONSULTANT to perform the overview of the Florida charter school system as a part of the Specified Services, and more specifically those described in Category Five of Exhibit "A". No surcharge or mark-up shall be applied to OVERVIEW SUBCONSULTANT'S fees.

C. CONSULTANT shall utilize the APPLICATION SUBCONSULTANT to provide services relating to preparation, coordination, and composition of a charter school application as a part of the Specified Services, and more specifically those described in Exhibit "B", "Scope of Services – In Rem," solely in the event that the VILLAGE decides to proceed with the charter school application process. CONSULTANT shall only utilize APPLICATION SUBCONSULTANT's services with the written approval of the Village Manager. No surcharge or mark-up shall be applied to APPLICATION SUBCONSULTANT'S fees.

D. CONSULTANT shall expend all necessary efforts to competently and professionally complete all tasks in accordance with a schedule to be approved by the Village Manager.

E. CONSULTANT shall perform additional services beyond the Specified Services, but within its expertise, if requested in writing by the Village Manager, at compensation which is first mutually agreed to in writing and is supported by Village budget appropriations and is within the Village Manger's authority.

2. **FEES FOR SERVICES**

A. As full compensation for satisfactory performance of the Specified Services, the CONSULTANT agrees to charge and shall be paid by the VILLAGE in accordance with the fee

schedule listed on the first page of Exhibit "A", for a total fee not to exceed One Hundred Twenty-Four Thousand (\$124,000.00) Dollars. That total sum consists of a total fee for OVERVIEW SUBCONSULTANT of Thirty Two Thousand (\$32,000) Dollars and a total fee for CONSULTANT of Seventy Two Thousand (\$72,000) Dollars, as well as the Twenty Thousand (\$20,000) Dollar, not-to-exceed fee for APPLICATION SUBCONSULTANT as described in and subject to the conditions of subsection B of this Section 2. Fees for CONSULTANT shall be paid in arrears each month, pursuant to monthly invoice, based upon the percentage of work satisfactorily completed for each task invoiced. Invoices shall be promptly processed for payment pursuant to the Florida Prompt Payment Act.

B. VILLAGE shall pay CONSULTANT in order to utilize the services of APPLICATION SUBCONSULTANT, solely in the event that the VILLAGE decides to go forward with the charter school application process, in accordance with the fee schedule set forth in the document titled "Fees – In Rem," a copy of which is attached hereto and incorporated herein as Exhibit "C", for a total fee not to exceed Twenty Thousand (\$20,000) Dollars. Fees for APPLICATION SUBCONSULTANT will be paid in arrears each month, pursuant to monthly invoice, and shall be based upon the amount of time which is reasonably expended to complete the Charter Application by APPLICATION SUBCONSULTANT at a rate of \$125/hour, up to the fee limitation for such work. Additional time reasonably and necessarily expended by CONSULTANT to directly coordinate the work of APPLICATION SUBCONSULTANT shall be billed at \$275/hour for Principals and \$175/hour for others, subject to the prior written approval of the Village Manager. Invoices shall be promptly processed for payment pursuant to the Florida Prompt Payment Act.

C. VILLAGE shall reimburse CONSULTANT for its direct and reasonable expenses

for document production and reproduction, postage, long distance telephone charges, photographic services, authorized travel and other cost items which are first approved in writing by the Village Manager.

3. **TERM**

The duration of the term of this Agreement shall commence upon execution hereof and shall expire upon completion of the performance of the Specified Services, unless extended by the Village Manager or earlier terminated pursuant to paragraph 8.

4. **RECORDS**

All details, guidelines, reports, work papers and other documents and plans that result from the CONSULTANT (and/or OVERVIEW SUBCONSULTANT and/or APPLICATION SUBCONSULTANT) providing Specified Services or any additional services hereunder shall be the property of the VILLAGE. Upon termination of this Agreement or upon request of the VILLAGE during the term of this Agreement, any and all such documents shall be delivered to the VILLAGE by the CONSULTANT. All work products shall be provided to VILLAGE in paper and digital.

5. **INSURANCE**

A. The CONSULTANT shall at all times carry comprehensive general liability and contractual liability insurance, workers' compensation insurance (if applicable), and automotive liability insurance, with minimum policy limits for each coverage in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by Chapter 440, Fla. Stat. The VILLAGE shall be named as an additional insured on all of the above insurance policies, to the extent permitted by

law. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the VILLAGE 30 days prior to the effective date of cancellation or reduction of coverage. Consultant shall require OVERVIEW SUBCONSULTANT and APPLICATION SUBCONSULTANT to likewise comply with this provision.

B. CONSULTANT shall indemnify and hold harmless the VILLAGE, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6. **ASSIGNMENT**

This Agreement shall not be assignable by the CONSULTANT. CONSULTANT is authorized to utilize its subconsultants, if any, as identified in the Proposal, with the exception of APPLICATION CONSULTANT, whose use requires written approval of the VILLAGE.

7. **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8. **TERMINATION**

This Agreement may be terminated by the VILLAGE upon thirty (30) days advance written

notice with or without cause and by the CONSULTANT upon sixty (60) days advance written notice with or without cause. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of paragraph 2 for all acceptable work performed up to the date of termination.

9. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the CONSULTANT pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE's sole and absolute discretion.

10. **ENTIRE AGREEMENT**

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The Village Manager shall act for VILLAGE hereunder, subject to budgetary limitations.

11. **WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services for VILLAGE as an independent contractor of the VILLAGE.

12. **NOTICES**

All notices and communications to the VILLAGE or CONSULTANT shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

VILLAGE: Genaro "Chip" Iglesias  
Village Manager  
Village of Key Biscayne  
88 West McIntyre Street  
Key Biscayne, FL 33149

With a copy to: Village Attorney  
c/o Weiss Serota Helfman Pastoriza Cole & Boniske,  
P.A.  
2525 Ponce de Leon Boulevard  
Suite 700  
Miami, Florida 33134

CONSULTANT: Prakash Nair  
Fielding Nair International  
16605 Windsor Park Drive  
Lutz, FL 33549

13. **GOVERNING LAW; LITIGATION**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida. The parties voluntarily waive the right to any trial by jury in any litigation hereunder between the parties.

14. **MISCELLANEOUS**

A. CONSULTANT represents and warrants to the VILLAGE that CONSULTANT does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONSULTANT's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, sexual preference or sexual orientation, or national origin. CONSULTANT further covenants that no otherwise qualified individual shall, solely by reason of his or her race, color, sex, religion, age, handicap, marital status, sexual preference or sexual orientation, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

B. CONSULTANT is reminded and hereby recognizes that all work under this

Agreement must comply with any applicable county, state and federal regulations. Any mandatory clauses which are required by such county, state or federal regulations shall be deemed to be incorporated herein immediately upon VILLAGE's written request.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONSULTANT:

FIELDING NAIR INTERNATIONAL  
16605 Windsor Park Drive  
Lutz, FL 33549

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VILLAGE:

VILLAGE OF KEY BISCAAYNE  
88 West McIntyre Street  
Key Biscayne, FL 33149

By: \_\_\_\_\_  
Genaro "Chip" Iglesias  
Village Manager

Attest: \_\_\_\_\_  
Village Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Village Attorney

Approved pursuant to Council Resolution No. \_\_\_\_\_



March 14, 2008

Office of the Village Clerk  
Conchita H. Alvarez, CMC, Village Clerk  
88 W. McIntyre Street  
Key Biscayne, FL 33149

**Re:** Municipal Charter School  
Response to Request for Proposals: **FEE CLARIFICATION**

**Architects and Change  
Agents for Education**

**Tampa Office**  
16605 Windsor Park Drive  
Lutz, FL 33549  
USA  
**Tel:** 718.520.7318  
**Fax:** 813.909.2509  
**Mobile:** 917.406.3120  
**Contact:** Prakash Nair  
Prakash@FieldingNair.com

**Minneapolis Office**  
4937 Morgan Ave. South  
Minneapolis, MN 55419  
USA  
**Tel:** 612-925-6897  
**Fax:** 612-922-6631  
**Mobile:** 612-735-1221  
**Contact:** Randall Fielding  
Randy@FieldingNair.com

**Madison Office**  
1115 Oak Way  
Madison, WI 53705  
USA  
**Tel:** (608) 231-6141  
**Mobile:** (608) 698-6141  
**Contact:** Jeffrey Lackney  
Jeff@FieldingNair.com

**Melbourne Office**  
6/570 Riversdale Rd  
Camberwell, Victoria  
Australia  
**Tel:** + 61 3 9882 3126  
**Mobile:** +61 4 1448 8571  
**Contact:** Annalise Gehling  
Annalise@FieldingNair.com

**Websites**  
FieldingNair.com  
DesignShare.com

Dear Ms. Alvarez:

This is to clarify that all **work listed under Categories 1, 2, 3, 4 and 6** of *Section 9 (proposed schedule and flow/time chart)* of this proposal **will be delivered by Fielding Nair International for \$72,000**. Our fee proposal refers to these services generally as "Phase One".

**Work listed under Category 5** of *Section 9 (proposed schedule and flow/time chart)* of this proposal **will be delivered by our national Charter Schools Experts EdVisions for \$32,000**. Our fee proposal refers to these services generally as "Phase Two".

Please call either one of us if you need further clarifications. Thank you.

Sincerely,

Handwritten signature of Randy Fielding in black ink.

Randall Fielding, AIA  
Chairman

Handwritten signature of Prakash Nair in black ink.

Prakash Nair, REFP  
President



## EDUCATIONAL FACILITIES PLANNING AND CHARTER SCHOOL CONSULTING SERVICES Proposed Schedule and Time Chart

Item	CATEGORY AND TASKS	End of Week 3	End of Week 6	End of Week 10	DESCRIPTION OF SERVICE
<b>ONE</b>	<b>VISIONING</b>				
1.0	Best Practices Presentation	X			Global best practice discussion. Analysis of related case studied from around the nation and the world. Purpose to Inspire, Inform and Involve Stakeholders
1.1	Visioning Workshop	X			Getting stakeholders on the same page and united behind a shared vision for the school. The shared vision will become a reference for key future planning and design decisions
1.2	Development Options		X		This high-level exercise will take designated school stakeholders through the various development possibilities for preferred sites.
1.3	Change Management Workshop	X			This workshop looks at the potential school campus within the overall context of its organizational and management setting. We will look at aspects such as Desired Student Outcomes, School Learning Principles, Curriculum, Staff Development and Scheduling
1.4	Site Walk	X			This session will allow FNI principals and designated school stakeholders to gauge the opportunities and constraints of the available sites and see what works and what does not. It will also help in the preparation of a photographic essay of the potential sites and surrounding areas
<b>TWO</b>	<b>EDUCATIONAL FACILITY PLANNING</b>				
2.1	Site Opportunities and Constraints Evaluation		X		This document will list site opportunities and constraints that need to be considered in the development of the new school
2.2	30 Strategies Survey		X		This is a survey of the educational leadership in the community about 30 established educational strategies to determine the extent to which they wish to push the envelope of educational change in the new charter school
2.3	Treasure Card Survey		X		This is a survey that looks at the overall community of Key Biscayne to identify potential learning resources that students at the charter school can tap to augment the education experience

2.4	Blink Exercise			X		This exercise is geared to understanding, at a very personal level, the extent to which school stakeholders are willing to be innovative in the development of the new school
2.5	Signature Workshop			X		This will enable the planning team to understand the ethos of the community which will provide guidance for how best to represent the school signature architecturally
2.6	Programming				X	This will provide a detailed list of spaces with related sizes
2.7	Planning & Programming Report				X	The results of the Educational Planning work will be captured in the form of a Planning and Programming Workbook
<b>THREE PLANNING SERVICES</b>						
3.1	Design Patterns Workshop				X	This exercise will develop the spatial literacy of the school stakeholders and enable them to become active partners in the school design process. FNI's <i>Language of School Design</i> will be used as a basis for this workshop
3.2	Conceptual Site Use Diagram				X	Based on the site walk and site evaluation exercise (items 1.4 and 2.1), FNI will develop a desired site use diagram
3.3	Conceptual Floor Plans				X	FNI will develop sketch concept design plans that illustrate the educational vision of the school stakeholders
<b>FOUR EDUCATIONAL FACILITY ASSESSMENT</b>						
4.1	Prepare EFEI template for the Proposed School			X		Utilizing the results of the site survey and photo essay, prepare a benchmark EFEI template for the proposed school campus.
4.2	Utilize Customized EFEI During Planning and Concept Design			X		By utilizing the EFEI we can be certain that important client priorities remain front and center throughout the process and that none of the key requirements falls between the cracks. Changes, if needed, can be made in a timely fashion before they become expensive and time-consuming fixes later.
<b>FIVE CHARTER SCHOOL STUDY</b>						
5.1	Overview of Municipal Charter School and the Municipal Co-Sponsor Models		X			Advantages/Disadvantages; org structure; start-up costs to drive application phase; source of funds; Operating costs
5.2	Overview of Top Municipal Charter Schools and Small Academies in Florida				X	Feeder pattern; small charters and academies; small learning community model
5.3	Operational and Financial Requirements for Facilities				X	Operating revenue and expense projections; availability of capital outlay funds; additional sources of funds; employee salaries and benefits; Review Key Biscayne student demographic data

5.4	Overview of the Municipal Charter School Process in Florida			X	Application process; Role of Governing board; Transition plans for grades 9-12; Attendance zones; Transportation; Food services; Insurance and indemnification; Interscholastic extracurricular activities; accountability requirements; certification requirements; employees; responsibility of the sponsor and school district; grant opportunities; school operating models
<b>SIX</b>	<b>CURRICULUM ASSESSMENT</b>				
6.1	Curriculum Assessment & Recommendations			X	Curriculum Specialist Dr. Jon Wiles will assess the Charter School curriculum needs and provide recommendations

Above timetables only reflect time that FNI and its sub-consultants will need to complete the work noted. They do not take into account time that the Village of Key Biscayne may need to review FNI submittals, set up required meetings with designated representatives and secure needed approvals for FNI to proceed with the work.

## **Fees – In Rem**

## **Fees for Services**

In Rem Solutions proposes the following contract services:

### **Phase I:**

Prepare Charter Applications:

1. Creation of a preliminary timeline;
2. Management of the charter application process, including oversight of charter application and authors, as appropriate;
3. Inform Village of requirements of charter applications;
4. Inform Village of charter deadlines;
5. Identify information needed for charter applications;
6. Coordinate the collection of data and documents for charter applications;
7. Coordinate with Village's educational specialists regarding curriculum for the charter school;
8. Coordinate with Village's financial specialists regarding income and expenses of the charter school;
9. Coordinate with Village's school operations specialists regarding the physical plant of the school;
10. Coordinate with Village's school experts on all other matters related to the charter school to complete the charter application including, but not limited to, disciplinary plans, emergency plans and school handbooks;
11. Management of preparation of any facility plans (if applicable);
12. Write and file charter applications in coordination with Village;
13. Other services as outlined in the RFP and as required by the Village.

The above services as well as any others needed to complete the Charter Application shall be billed at \$125/hour. Additional time expended by FNI to coordinate the work of In Rem Solutions shall be billed at \$275/hour for Principals and \$175/hour for others.

We recommend that the Village establish a not-to-exceed budget of \$20,000 for the above work. The actual amounts that will be

expended by the Village of Key Biscayne will depend upon how much of the work needed to file the Charter School Application will be done by designated representatives of the Village. Needless to say, the more work that the Village does and the more it uses the consultants as experts rather than in a clerical or administrative capacity, the less the overall cost of these services will be.