

ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

Between
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA and
HENDERSON, YOUNG AND COMPANY, INC.

THIS ADDENDUM effective the ___th day of February, 2008, by and between the SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA (hereinafter referred to as the “Board”), and HENDERSON, YOUNG & COMPANY, INC. (hereinafter referred to as the “Consultant”).

WITNESSETH:

On March 21, 2006, the Board and the Consultant entered into an Agreement for Professional Services (hereinafter referred to as the “Agreement”) to update the Consultant’s 2002 and 2004 studies “Impact Fees for Educational Facilities in Sarasota County, Florida.” The parties desire to change certain terms and conditions of the Agreement and have entered into this Addendum to set forth those changes.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the Board and the Consultant as follows:

1. Services To Be Rendered.

Exhibit A, “Scope of Services,” of the Agreement is amended by Adding Paragraph IV to Exhibit “A” as follows:

IV. Update of Data and Analysis for Educational Facilities Impact Fee. The school district staff shall provide the following specific data to the Consultant:

| <u>Data Item</u> | <u>Updated Data to be Provided by School Board</u> |
|------------------|--|
| 1.1.C | October, 2007 actual COFTE enrollment at each school |
| 1.1.D | 2007/08 permanent FISH student stations at each school |
| 1.1.F | 2007/08 permanent FISH capacity at each school |
| 1.2.A - G | Schools or additions to schools currently under construction: name; grades; permanent student stations; permanent capacity; date occupied by students; construction cost (design, site prep. construction, FF&E); and off-site costs (street/intersection improvements, off-site drainage/stormwater control, etc.) |
| 3.1.A – G | Costs of schools and school additions completed from 2002/03 – 2006/07: name; grades; permanent student stations; permanent capacity; date occupied by students; construction cost (design, site prep. construction, FF&E); and off-site costs (street/intersection improvements, off-site drainage/stormwater control, etc.) and the FDOE OEF Form #546PF for each project. |
| 3.2 | Electronic copy of 2007/08 – 2011/12 5-year Work Program |
| 4.3 | Copies of information describing to the public how the sales tax approved by the voters in 2007 will be spent. |
| 6.2 | Cost of 2007/08 – 2011/12 planned ancillary facilities: name; use or purpose; square footage; cost (design, site prep, construction, FF&E); off-site costs; acreage |

- and cost of site; planned date of occupancy.
- 7.1 2007/08 school bus cost; elementary school student capacity, middle school student capacity and high school student capacity; average number of runs per bus during morning transportation schedule.
- 7.2 2007/08 percent of enrollment that ride the bus during the morning transportation schedule

The Consultant shall review and evaluate the updated data and incorporate the updated data in the Analysis and Study described in Paragraph II of Exhibit "A" of the Agreement.

All other provisions of Exhibit A of the Agreement remain unchanged.

2. Consideration To Be Paid.

Paragraph 2 of the Agreement is amended as follows: The total fee to be paid by Board to the Consultant is amended to be Ninety-Three Thousand Dollars (\$93,000.00) as consideration for the performance of all services that the Consultant is required to perform under Exhibit A to the Agreement dated March 21, 2006 and the additional services that the Consultant is required to perform pursuant to this Addendum. All other provisions of Paragraph 2 of the Agreement remain unchanged.

3. Term and Commencement.

Paragraph 6 of the Agreement is amended as follows: The date for completion of all services is amended to be April 30, 2008. All other provisions of Paragraph 6 of the Agreement remain unchanged.

SCHOOL BOARD OF SARASOTA COUNTY

HENDERSON, YOUNG & COMPANY, INC.

By: _____
 Dr. Kathy Kleinlein, Chair
 The School Board of Sarasota County

By: _____
 Randall L. Young, President
 Henderson, Young & Company

DATE: _____

DATE: _____

Approved for Legal Content
 February 6, 2008, by Matthews, Eastmoore,
 Hardy, Crauwels & Garcia, Attorneys for
 The School Board of Sarasota County, Florida
 Signed: ASH