



**CONTRACT AMENDMENT  
#4**

This Amendment #4 ("Amendment #4") to the Contract for Boundary and Annexation Study Contract 20230007 ("Contract") by and between the City and Contractor, as defined below, shall be effective as of the date this Amendment #4 is fully executed.

<b>Contractor's Full Legal Name:</b>	GAI Consultants, Inc.
<b>Solicitation No./Event ID:</b>	20230007
<b>Solicitation Title/Event Name:</b>	Contract for Boundary and Annexation Study
<b>Contract Award Date:</b>	February 28, 2023
<b>Initial Current Contract Term:</b>	March 1, 2023 to November 1, 2023
<b>Current Contract Expiration Date:</b>	December 31, 2024
<b>Requested Contract Expiration Date:</b>	December 31, 2024
<b>Initial Contract Amount:</b>	\$146,140 with a \$22,000 option
<b>Current Contract Amended Amount:</b>	\$200,140
<b>Requested Financial Change Amount:</b>	\$72,000
<b>New Contract Amount:</b>	\$272,140
<b>Amendment No.:</b>	4
<b>Amendment Type:</b>	<b>Increase of Commodities</b>

WHEREAS, the Contract is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**1. TERMS REVISION.** The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made part of that Contract.

**Additional Scope:**

**Task 1: Development Impact Calculation Tool**

Building upon the extensive fiscal benchmarking, assessment, and analysis conducted in the course of producing the *Planning and Infrastructure Study*, Contractor's Community Solutions Group ("CSG") will develop an analytical tool ("Tool") for use by City leadership in evaluating development proposals. The Tool will be developed based upon CSG's proprietary fiscal model. This model considers a combination of current and longer term operating and capital expenditures tied to the inputs of a discrete development program.

While its precise form has yet to be fully defined, the Tool, as currently contemplated, would calculate direct estimated fiscal impact of a proposed development program based on a series of data points related to that program (number of units by type, square feet of non-residential space by type, acreage of amenities and open space, or other as deemed appropriate.). The information or data points would be based on categorical inputs prepared by CSG but will be operated by the City or a designated user.

CSG will initiate this overall modeling effort which considers selected variables applicable to a range of development program option(s), some sense of timeframe for delivery, assessment of service obligations imposed on the City, and the subsequent direct governmental receipts stemming from City control. With the input of City staff, this information or data could be further modified or adjusted by CSG to address anticipated conditions.

The Tool will be available or calibrated to address two discrete scenarios:

**Scenario 1:** Proposed development program on property which is already *located within* the City's municipal boundaries.

**Scenario 2:** Proposed development program on property which is *located outside* of the City's municipal boundaries, where annexation is being sought, requested, or otherwise contemplated.

While it is premature to articulate the precise measures or their scale, they could include contributions to, or generation of, the following:

*Fiscal values and indicators:*

- Property values realized as the result of the above.
- Property taxes and fees accruing to the City.
- Other major receipts, including impact fees, other fees or levies, and charges TBD.

*Cost of Service and Level of Service ("LOS") indicators:*

- Major public safety costs.
- Major parks and recreation costs.
- Major infrastructure and capital needs.
- Other major costs or obligations TBD.

Ultimately, such data, information, or measures would be integrated into the Tool to be utilized by the City as needed in its evaluation of development proposals.

The Tool will be developed using the most current data available (BEBR, Census, City CAFR, City Budget). Therefore, the Tool will require updating on an annual basis to ensure ongoing accuracy and reliability. Annual updates to the Tool are neither contemplated by nor included in the fees detailed within this Amendment #4.

Should Client desire for CSG to conduct ongoing annual updates to this Tool, a separate contract or other agreement for provision of professional services will be required.

**Deliverable(s):** The Tool, along with informational resources, guidelines or documentation for its use, and applicability of outputs will be hosted on a SharePoint site administered by GAI. The platform will be accessible the City and up to three (3) additional users as a limited access Excel Workbook, Adobe Acrobat Form, or other platform deemed appropriate by CSG. Typical products are likely to take the form of tabular data, identifying and describing key outputs or measures facilitating comparison of current conditions [no project] relative to future conditions [with project].

## **Task 2: Ongoing Technical Support (Hourly)**

While the Tool is intended to be run as needed by the City, subject to the limitations of any defined inputs, there will be occasions when interpretative assistance, counsel, or technical adjustments may be desired or warranted. Consequently, there are estimated hourly fees, attached hereto as Exhibit B, available for additional one-on-ones or team support to address such circumstances.

**Deliverable(s):** These will take the form of formal or informal meetings, calls, and occasional data assistance via a virtual meeting platform (Teams, Webex, Zoom, etc.).

### **a. Schedule and Meetings**

GAI will complete its Scope of Services for this Amendment #4 on a per task basis as described below:

#### **Task 1: Development Impact Calculation Tool**

GAI will complete its Scope of Services and deliver the Tool within 16 to 20 weeks of authorization, subject to excused delay occasioned by factors beyond GAI's reasonable control. We anticipate up to five (5) meetings with appropriate City staff during the process of developing the Tool to be conducted via mutually accepted virtual meeting platform (Teams, Webex, Zoom, etc.), and one (1) in-person presentation of the Tool to City Council either during a regularly scheduled public hearing or workshop.


#### **Task 2: Ongoing Technical Support**

These services will not commence until the Tool is completed and operational. Time will be allocated on an hourly basis when needed in response to City inquiries.

2. **SUCCESSORS AND ASSIGNS.** This Amendment #4 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #4, the Contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #4 and the Contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment #4 to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	GAI Consultants, Inc.
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Peter C. Sechler, PLA/AICP/MBA Vice President, Director Community Solutions Group
<b>Date:</b>	April 25, 2024
<b>Company Address:</b>	618 E.South Street, Suite 700 Orlando, Florida 32801

**THE CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984