

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 6, 2007

[X]

Consent

[[

Regular

[]

Ordinance

[1]

Public Hearing

Department:

Submitted By: Administration

Submitted For: Legislative Affairs

I. EXECUTIVE BRIEF

Motion and Title: **Staff Recommends Motion to approve:** Amendment No. 3 to the contract for Consulting/Professional Services with Langton Associates, Inc. (R2004-0180) for services related to Palm Beach County's Grant Development Program for the period of February 1, 2007 through January 31, 2008, in the amount of \$86,149.35.

Summary: On February 3, 2004, the Board approved a Consulting/Professional Services contract with Langton Associates, Inc. for the term of February 1, 2004 through January 31, 2005 to provide grant program development services. Amendment No. 1 approved on February 1, 2005 extended the term an additional one-year period and increased the annual amount by 5%. Amendment No. 2 approved on February 7, 2006 extended the term an additional one-year period. This Amendment will extend the term of the contract an additional one-year period and provides a 5% increase over the annual amount. Countywide (DSW)

Background and Justification: The grant consultant's projects are managed through a Grants Agenda, which is amended as new projects emerge and other projects are retired. The Activity Report prepared by the consultant is forwarded to the Board of County Commissioners for review on a monthly basis. The Scope of Services for this contract includes: researching grant opportunities, providing technical instructions for soliciting and administering grants, and acting as liaison to funding agencies for all new grant applications. A Summary Report prepared by the grant's consultant is attached for your reference.

Attachments:

1. Amendment No. 3
2. Summary report submitted by Langton Associates, Inc.

Recommended by:

Department Director

Date _____

Approved By:

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$57,432.88</u>	<u>\$28,716.47</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$57,432.88</u>	<u>\$28,716.47</u>	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
Budget Account No.: Fund 0001 Department 645 Unit 6450 Object 3101
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

GH 1/24/07 [Signature] 1-25-07
OFMB

[Signature] 1/26/07
Contract Dev. and Control

B. Legal Sufficiency:

This amendment complies with
our review requirements.

[Signature] 1/29/07
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES
CONTRACT BY AND BETWEEN PALM BEACH COUNTY, FLORIDA
AND LANGTON ASSOCIATES, INC.**

THIS THIRD AMENDMENT, dated February 1, 2007, to the Contract of February 3, 2004, (R2004-0180) by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY," and Langton Associates, Inc., a corporation which is authorized to do business in the State of Florida, and which has an office located at 118 West Adams Street, Suite #700, Jacksonville, Florida 33202, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 5922487694.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated February 3, 2004 hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide professional/consultation services in the area of Federal Relations as more specifically set forth in the Scope of Work as detailed in Exhibit "A", to the CONTRACT; and

WHEREAS, the original term of said CONTRACT was February 1, 2004 to January 31, 2005; and

WHEREAS, Amendment No. 1 dated February 1, 2005 (R2005-0173) of said CONTRACT extended the term of the contract for an additional one-year period and provides a 5% increase over the annual amount; and

WHEREAS, Amendment No. 2 dated February 7, 2006 (R2006-0160) of said CONTRACT extended the term of the contract for an additional one-year period; and

WHEREAS, the parties desire to further amend the CONTRACT by modifying Article 2, "SCHEDULE" to extend the CONTRACT for one additional year; and

WHEREAS, the parties desire to modify Article 3, "PAYMENTS TO CONSULTANT", to increase the authorized not to exceed amount and revise Exhibit "B" for an additional year of service which is attached to the CONTRACT and made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and CONSULTANT agree as follows:

1. Article 2, SCHEDULE, is amended to read as follows:

"The CONSULTANT shall commence services under this Amendment on February 1, 2007 and complete all services by January 31, 2008. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" of the contract."

2. Subparagraph A of Article 3, PAYMENTS TO CONSULTANT, is hereby amended to read as follows:

A. The total amount to be paid by the COUNTY under this CONTRACT for services and materials, for the period of February 1, 2007 thru January 31, 2008, shall not exceed a total contract amount of Eighty Six Thousand, One Hundred and Forty-nine Dollars and thirty-five cents, (\$86,149.35), in accordance with Exhibit "B" attached hereto."

All other provisions of said CONTRACT are hereby confirmed, and except as provided for herein are not otherwise altered or amended and shall remain in full force and effect. This Third

Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

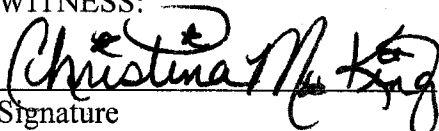
IN WITNESS WHEREOF, the Chairperson of the Board of County Commissioners of Palm Beach County, Florida has made and executed this Third Amendment to the CONTRACT on behalf of the COUNTY and the CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
FOR ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

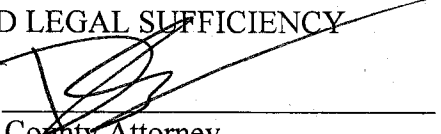
WITNESS:

Signature

CHRISTINA M. KING
Name (type or print)

CONSULTANT:
By: Langton Associates, Inc.
Company Name (type or print)

By: 
Signature

MICHAEL LANGTON
PRESIDENT
Title Typed

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: 
County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

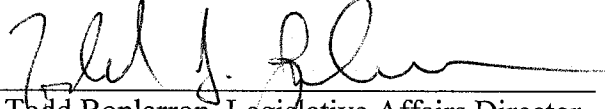
By: 
Todd Bonlarron, Legislative Affairs Director

Exhibit B

Payments during the term of the contract shall be made to CONSULTANT on a monthly basis upon submission by the CONSULTANT of an appropriate invoice and monthly activity report. Compensation shall be in accordance with the following Schedule of Payments:

MONTH	PAYMENT	TOTAL COST TO DATE
2/2007	\$ 7,179.11	\$ 7,179.11
3/2007	\$ 7,179.11	\$ 14,358.22
4/2007	\$ 7,179.11	\$ 21,537.33
5/2007	\$ 7,179.11	\$ 28,716.44
6/2007	\$ 7,179.11	\$ 35,895.55
7/2007	\$ 7,179.11	\$ 43,074.66
8/2007	\$ 7,179.11	\$ 50,253.77
9/2007	\$ 7,179.11	\$ 57,432.88
10/2007	\$ 7,179.11	\$ 64,611.99
11/2007	\$ 7,179.11	\$ 71,791.10
12/2007	\$ 7,179.11	\$ 78,970.21
1/2008	\$ 7,179.14	\$ 86,149.35

Jan 15 2007 22:25

NEIL NELSON STATE FARM

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This certifies that

CERTIFICATE OF INSURANCE

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
☒ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder LANGTON ASSOCIATES

Address of policyholder 118 W ADAMS ST STE 700, JACKSONVILLE, FL 32202-3816

Location of operations SAME

Description of operations BUSINESS OFFICE

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY	
		Effective Date	Expiration Date	(at beginning of policy period)	
98-NW-9034-8 B This insurance includes:	Comprehensive Business Liability	11/12/06	11/12/07	BODILY INJURY AND PROPERTY DAMAGE	
	<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> <input type="checkbox"/>			Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				Products - Completed Operations Aggregate	\$
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE	
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	(Combined Single Limit)	
				Each Occurrence	\$
				Aggregate	\$
	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory	
		Effective Date	Expiration Date	Part II - Employers Liability	
				Each Accident	\$
				Disease - Each Employee	\$
				Disease - Policy Limit	\$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY	
		Effective Date	Expiration Date	(at beginning of policy period)	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

ADDITIONAL INSURED:
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
301 N OLIVE AVE
WEST PALM BEACH, FL 33401

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 15 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Neil Nelson
Signature of Authorized Representative

OFFICE REP. 01/16/2007

Title Date

NEIL NELSON

Agent Name

Telephone Number 904-771-2066

Agent's Code Stamp

Agent Code 59-6023

APD Code F349