

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 10, 2007 **Consent** **Regular**
 Public Hearing

Department

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** a First Amendment to Contract for Consulting/Professional Services with Kaplan, Kirsch & Rockwell, LLP, extending the term of the Contract to April 10, 2008 and increasing the not-to-exceed amount to \$100,000.

Summary: The Amendment will extend the term of the existing Contract for Consulting/Professional Services with Kaplan, Kirsch & Rockwell, LLP, (R2006-0765) to April 1, 2008, with two one-year options to renew. The Amendment also provides for an increase in the not-to-exceed amount from \$50,000 to \$100,000 and an expansion in the scope of services to provide for additional regulatory consulting services.

(Countywide) LMB

Background and Justification: Due to on-going and future airport improvement projects at PBIA, the Department of Airports requires professional environmental and regulatory consulting services in order to ensure compliance with federal regulatory and procedural requirements associated with the projects.

Attachments:

1. First Amendment (2)
-

Recommended by:


Department Director

3/22/07
Date

Approved by:


County Administrator

4/4/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2007 | 2008 | 2009 | 2010 | 2011 |
|--|---------------|-------|-------|-------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | <u>50,000</u> | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>50,000</u> | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget? Yes ___ No X

Budget Account No.: Fund 4100 Department 120 Unit 1110 Object 3101

Reporting Category _____

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

Funds are available in the account referenced above. The source of funds is airport revenues.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

Elizabeth Blaeser 3/22/07 Jan J. Javel 4/13/07
 OFMB 3/22/07 03/15/07 Contract Development and Control

B. Legal Sufficiency:
Aimee Busse
 Assistant County Attorney

3/22/07 This Amendment extends the term of the contract that expired on 12/11/06.

C. Other Department Review:

 Department Director

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

FIRST AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this ____ day of _____, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, ("COUNTY"), and Kaplan, Kirsch and Rockwell, L.L.P ("CONSULTANT").

WITNESSETH:

WHEREAS, COUNTY desires to extend the term of that certain Contract for Consulting/Professional Services dated May 2, 2006 (R2006-0765) (the "Contract"), to expand the scope of services and to increase the not-to-exceed amount under the Contract.

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

1. The recitals set forth above are true and correct and form a part of this Agreement.

2. Paragraph 1, ARTICLE 1 - SERVICES, is hereby deleted in its entirety and replaced with the following:

CONSULTANT's responsibility under this Contract is to provide professional environmental and regulatory consultant services to COUNTY, which shall include providing advice and consultation regarding federal regulatory and procedural requirements and potential administrative or judicial challenges associated with airport improvement projects.

3. ARTICLE 2 - TERM, is hereby deleted in its entirety and replaced with the following:

This Contract shall commence on December 1, 2005 and expire on April 10, 2008. COUNTY shall have two (2) one (1) year options to renew this Contract upon the same terms and conditions. The Director of the Department of Airports may execute an amendment to this Contract for the sole purpose of renewing this Contract pursuant to this Article 2 on behalf of COUNTY.

4. Section A of ARTICLE 3 - PAYMENTS TO CONSULTANT, is hereby deleted in its entirety and replaced with the following:

The total amount to be paid by COUNTY under this Contract for all Services including, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of One Hundred Thousand Dollars (\$100,000.00) ("Not-to-Exceed Amount"). COUNTY agrees to pay the COUNSULTANT for the

Services rendered on a per hour basis in the amounts set forth in Exhibit "A". Monthly bills shall be submitted to the Department of Airports for review and approval prior to payment. Each item shall be set forth separately, specifically describing the work performed, and reflecting the actual time spent on each such matter. CONSULTANT agrees to bill COUNTY for work performed in tenth of an hour increments. CONSULTANT shall notify COUNTY when the billable fees and costs reach ninety (90%) percent of the Not-to-Exceed Amount. Notification shall be made as soon as is practicable and prior to the next monthly invoice.

5. Except as specifically amended herein, all the terms and conditions of the Contract are hereby confirmed and remain in full force and effect

6. This Amendment shall be effective upon approval of the Palm Beach County Board of County Commissioners and execution by the parties hereto.

(Remainder of page intentionally left blank)

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Green, Chairperson

WITNESSES:

KAPLAN, KIRSCH & ROCKWELL,
LLP:

Kristen M. McLellan
Signature

Peter J. Kirsch
Signature

Kristen M. McLellan
Name (type or print)

PETER J KIRSCH
Name (type or print)

Maylin Woods
Signature

PARTNER
Title

Maylin Woods
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: *Dana Burke*
County Attorney

By: *James Kelly*
Department Director

04/03/07 14:05 FAX 561 471 7427

DEPARTMENT OF AIRPORTS

002

APR.03.2007 11:16

#3491 P.001 /002

| | | |
|---|--|---|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 4/3/2007 |
| PRODUCER SCA Insurance - Colo Springs 4925 N Union Blvd Colorado Springs CO 80918 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| INSURED Kaplan, Kirzch & Rockwell, LLD 1675 Broadway #2300 Denver CO 80202 | | |
| RECEIVED 2007 APR -3 PM 1:40 DEPT. OF AIRPORTS BLDG. 846. P61A | | INSURERS AFFORDING COVERAGE INSURER A: Pinnacle Assurance INSURER B: St. Paul Fire-Travelers INSURER C: St. Paul Fire & Marine INSURER D: INSURER E: |
| | | NAIC # |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPR OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------|-------|--|---------------|----------------------------------|-----------------------------------|---|
| C | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 560JB9595 | 7/1/2006 | 7/1/2007 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| B | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 5,000 | CTP1497Y87406 | 7/1/2006 | 7/1/2007 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 4071316 | 7/1/2006 | 7/1/2007 | WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER EL, EACH ACCIDENT \$ 500,000 EL, DISEASE - EA EMPLOYEE \$ 500,000 EL, DISEASE - POLICY LIMIT \$ 500,000 |
| C | | OTHER Professional | 560JB5482 | 7/1/2006 | 7/1/2007 | \$5,000,000 limit, \$20,000 Ded |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is listed as additional insured.

CERTIFICATE HOLDER

Palm Beach County
 Department of Airports
 ATTN: Jerry Allen
 846 Palm Beach Int. Airport
 West Palm Beach FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

04/03/07 14:05 FAX 561 471 7427
APR.03.2007 11:16

DEPARTMENT OF AIRPORTS

003
#3491 P.002 /002

4/3/2007

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.