

# **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

Meeting Date: February 24, 2009

[X] Consent

[] Regular

[] Ordinance

[] Public Hearing

**Department: Facilities Development & Operations** 

### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the annual Contract (R2007-0394) with MPA Architects, Inc., for architectural services on a continuing contract basis.

Summary: MPA Architects, Inc. was selected to provide architectural services for capital improvement projects generally with a construction value less than \$3,000,000. The Board approved an annual contract on March 13, 2007. The original contract provided for an initial two (2) year term with two (2) - one (1) year renewal options. Amendment No. 1 will provide for services during the first renewal period. MPA Architects, Inc. has an SBE/M/WBE participation goal of 80%. During the first year of the Contract, MPA Architects, Inc. has achieved 73.1% participation. (Capital Improvements Division) Countywide (JM)

Background and Justification: In accordance with Board adopted procedures pursuant to Florida Statute 287.055 (Consultants Competitive Negotiation Act, CCNA), MPA Architects, Inc., was one of three firms selected to perform professional design services on a continuing contract basis. Work is authorized through individual task agreements when required during the term of this contract. The contract term is for one (1) year and the original Board action allowed for two (2) additional one (1) year renewals. This Amendment would provide services during the first renewal period and would be the third year of the contract. It is the consensus of Facilities Development & Operations that MPA Architects, Inc. has successfully provided the professional services required by the County in a timely manner. They are in good standing and wish to continue to provide professional services. This Amendment will maintain the continuous professional services required by Palm Beach County. During the first two years of the Contract, MPA Architects, Inc. was awarded \$379,811 in Consultant Service Authorizations.

#### Attachments:

- 1. Amendment No. 1
- 2. Disclosure of Ownership Interests

Recommended by:	Ahm Wirf Department Director	1 31 09 Date
Approved by:	County Administrator	2/11/09 Date

### II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures		0	0	0	
Operating Costs		0	0	0	0
External Revenues		0	0	0	0
Program Income (County)		0	0	0	0
In-Kind Match (County)					
NET FISCAL IMPACT	¥			·····	
<b># ADDITIONAL FTE</b>				· · · · · ·	
POSITIONS (Cumulative)					

Is Item Included in (	Current Budget?	Yes No			
<b>Budget Account No:</b>	Fund	Dept	Unit	Object	
	<b>Reporting Categ</b>	ory			

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

Fiscal impact cannot be determined at this time. Individual Task Assignments requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

#### III. <u>REVIEW COMMENTS</u>:

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

**B.** Legal Sufficiency:

/0j Assistant County

This amendment complies with our review requirements.

C. Other Department Review:

**Department Director** 

This summary is not to be used as a basis for payment.

### AMENDMENT TO CONTRACT FOR

## Annual Architectural Services

This Amendment No. 1 dated \_\_\_\_\_\_\_to the Contract (R-2007-0394) dated March 13, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY and MPA Architects, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

#### WITNESSETH

WHEREAS, the parties have entered into a Contract under which the CONSULTANT provided certain professional services to the COUNTY for various projects in accordance with Consultants Competitive Negotiations Act (CCNA) FS 287.055; and

WHEREAS, the parties hereto desire to amend the Contract to extend it for an additional one (1) year period.

**NOW, THEREFORE,** in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The term of this Contract as set forth in Section 4, Article 4.1 is renewed for one (1) additional year to March 13, 2010.

2. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

ATACHERT /

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

By:\_

## ATTEST: SHARON R. BOCK, Clerk & Comptroller

By: \_\_\_\_\_ Deputy Clerk COUNTY COMMISSIONERS

PALM BEACH COUNTY BOARD OF

John F. Koons, Chairman

## APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_

**County Attorney** 

WITNESS:

APPROVED AS TO TERMS AND CONDITIONS

By: Director - FD&O

CONSULTANT:

Signature

RICHARD J. LOGA

Name (type or print)

IDEN

Title

(Corporate Seal)

CORPORATE SEAL FLORIDA 1989 MPA ARCHITECTS, INC. CORPORATE AUTHORIZATION NO. C000630

DANIEL T. CANAVAN Name (type or print)

## DISCLOSURE OF OWNERSHIP INTERESTS

#### TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

#### STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared RICHARD J. LOGAN , hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[ ] an individual *or* [√] the PRESIDENT

of MPA ARCHITECTS, INC.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 1801 CENTREPARK DRIVE EAST, SUITE 175 WEST PALM BEACH, FL 33401

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

HARD J. LOGAN Affiant (Print Affiant Name)

# EXHIBIT "A"

## DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

#### Name

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#### Address

RICHARD J. LOGAN 1801 CENTREPARK DRIVE EAST, SUITE 175, WEST PALM BEACH, FL 33401

DANIEL T. CANAVAN 1801 CENTREPARK DRIVE EAST, SUITE 175, WEST PALM BEACH, FL 33401