

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 16, 2009

Consent       Regular  
 Workshop       Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Amendment No. 2 to the annual contract (R2007-1104) with Gentile, Holloway, O'Mahoney & Associates, Inc. for professional consulting services.

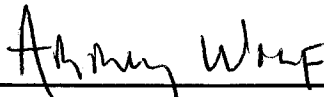
**Summary:** Gentile, Holloway, O'Mahoney & Associates, Inc. was selected to provide professional consulting services for property development evaluations. The original contract provided for an initial one (1) year term with two (2) - one (1) year renewal options. Amendment No. 2 will provide for services during the second and final renewal period. Gentile, Holloway, O'Mahoney & Associates, Inc. has a Small Business Enterprise (SBE) participation goal of 96%. During the first two years of the contract, Gentile, Holloway, O'Mahoney & Associates, Inc. has achieved 100% 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), Gentile, Holloway, O'Mahoney & Associates, Inc. was one of three firms selected to perform professional consulting services on a continuing contract basis. Work is authorized through individual task agreements when required during the term of this contract. The initial contract term is for one (1) year and the original Board action allowed for two (2) additional (1) one year renewals. Amendment No. 2 will provide services during the second renewal period and would be the final renewal year of the contract. It is the consensus of Facilities Development & Operations that Gentile, Holloway, O'Mahoney & Associates, 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. Amendment No. 2 will maintain the continuous professional services required by the County. During the two years of the contract, Gentile, Holloway, O'Mahoney & Associates, Inc. was awarded \$185,659 in Consultant Service Authorizations.

**Attachments:**

1. Amendment No. 2

Recommended by:



Department Director

5/22/09

Date

Approved by:



County Administrator

6/5/09

Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
<b>Capital Expenditures</b>	-0-	-0-	-0-	-0-	-0-
<b>Operating Costs</b>	-0-	-0-	-0-	-0-	-0-
<b>External Revenues</b>	-0-	-0-	-0-	-0-	-0-
<b>Program Income (County)</b>	-0-	-0-	-0-	-0-	-0-
<b>In-Kind Match (County)</b>	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	*	-0-	-0-	-0-	-0-

**# ADDITIONAL FTE  
POSITIONS (Cumulative)**

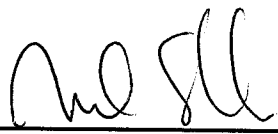

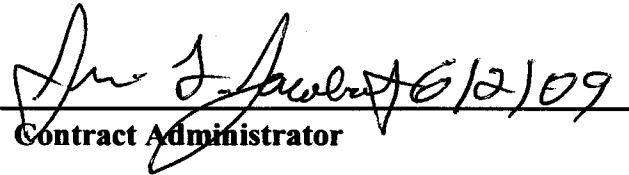
Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

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

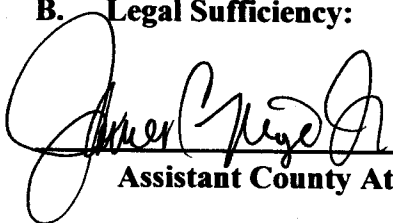
\* Fiscal impact cannot be determined at this time. Individual Task Assignments requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

**III. REVIEW COMMENTS:**

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

<p>                  _____                  OFMB</p>	<p>6/1/09   5/29/09</p>	<p>                  _____                  Contract Administrator</p>
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**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney

6/4/09

*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 Planning & Property Development Services**

This Amendment #2 dated \_\_\_\_\_ to the Contract (R-2007-1104) dated July 10, 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 Gentile, Holloway, O'Mahoney & Associates, 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 July 10, 2010.
2. Except as specifically modified above, the terms and conditions of the

Contract are hereby confirmed and remain in full force and effect.

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.

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

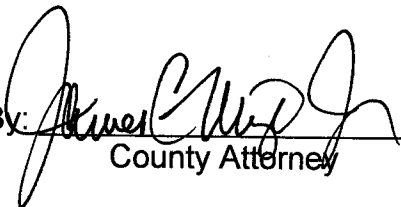
**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**


By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**


**APPROVED AS TO TERMS AND CONDITIONS**

By:  \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Director - FD&O

**WITNESS: FOR CONSULTANT SIGNATURE**

**CONSULTANT:**

 \_\_\_\_\_  
Signature

 \_\_\_\_\_  
Signature

Kelli So Thomassen  
Name (type or print)

George G. Gentle  
Name (type or print)

President  
Title

(Corporate Seal)