

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 21, 2009 (X) Consent () Regular
() Workshop () Public Hearing

Department
Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to Contract for Consulting/Professional Services (R2009-0109) with Sea to Shore Alliance, a non-profit corporation, removing the requirement for maintaining Business Automobile Liability insurance coverage.

Summary: The Amendment removes the requirement for maintaining Business Automobile Liability insurance coverage (Article 10(C)) from the Contract for Consulting/Professional Services (R2009-0109). This Contract is for conducting semi-monthly aerial surveys of manatees. The Contract expiration of March 31, 2011 and the not-to-exceed amount of \$114,755 remain unchanged. Countywide (SF)

Background and Justification: The BCC approved the Contract on January 13, 2009. The Contractor, Sea to Shore Alliance, requested relief from the requirement to carry Business Automobile Liability insurance coverage. The Contractor does not own a business vehicle, and a vehicle is not required to perform the Contract. Therefore, no business automobile insurance will be necessary.

Attachments:

1. Amendment No. 1
2. Contract (pg 1, 5, 13)

Recommended by:

Richard E. Kishely 6/28/09
Department Director Date

Approved by:

Chadler 7-13-09
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

Is Item Included in Current Budget? Yes N/A No _____
 Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
 Program _____

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

* No fiscal impact

[Signature]

C. Department Fiscal Review:

III. REVIEW COMMENTS

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

[Signature] 7/10/09
 OFMB
[Signature] 7/1/09
[Signature] 7/1/09

[Signature] 7/10/09
 Contract Development and Control
 TYPICALLY consultants are required to carry auto liability insurance.

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

Attachment 1

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
BETWEEN PALM BEACH COUNTY AND
SEA TO SHORE ALLIANCE, INC.
#R2009-0109**

AMENDMENT NO. 1

**CONSULTANT
SEA TO SHORE ALLIANCE
200 Second Avenue South, Ste. 315
ST. PETERSBURG, FLORIDA 33701**

THIS CONTRACT, entered into on the 13th day of January, 2009, is hereby revised as follows:

- Article 10(c) is hereby deleted from the Contract.

All other terms and conditions of the Contract shall remain unchanged, and in full force and effect.

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:

By: _____
Assistant County Attorney

CONSULTANT
Sea to Shore Alliance, Inc.

James A. Powell 6-29-09
Signature Date
James A. Powell
Printed Name

APPROVED AS TO TERMS

By: Richard E. Mahoney 7/1/09
Director, Department of Date
Environmental Resources Management

Executive Director
Title

WITNESS:

Kerry Baker 6/29/09
Signature Date

Kerry Baker
Printed Name

R2009.0109

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the day of JAN 13 2009 2009, 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 the Sea to Shore Alliance, Inc., 200 Second Avenue South, Suite 315, St. Petersburg, FL 33701, a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 26-2568737.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of manatee aerial surveys of Palm Beach County waters, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

The COUNTY'S representative/liaison during the performance of this Contract shall be Richard E. Walesky, telephone no. 561-233-2400.

The CONTRACTOR'S representative/liaison during the performance of this Contract shall be Dr. James Powell, telephone no. 941-661-2941.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services upon receipt of the COUNTY's written Notice to Proceed and complete all services by March 31, 2011. Services shall be completed in accordance with their applicable schedules.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibits A and B**.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One Hundred Fourteen Thousand, Seven Hundred Fifty Five Dollars (\$114,755). The CONTRACTOR will bill the COUNTY in accordance with the schedule of payment set forth in **Exhibit B** for services rendered toward the completion of the Scope of Work.

B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed

ARTICLE 10 - INSURANCE

- A. CONTRACTOR shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the contract.
- B. **Commercial General Liability** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONTRACTOR shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONTRACTOR shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned automobiles. In the event CONTRACTOR doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only **Hired & Non-Owned Auto Liability**. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONTRACTOR shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONTRACTOR shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONTRACTOR shall provide this coverage on a primary basis.
- E. **Professional Liability** CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$500,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than 3 years. CONTRACTOR shall provide this coverage on a primary basis.
- F. **Aircraft Liability** Aircraft Liability shall be maintained with respect to all aircraft owned, leased or operated by Sea to Shore, Inc. for bodily injury (including death) and property damage liability in an amount not less than **\$1,000,000** combined single limit per

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

R2009.0109

JAN 13 2009

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By:

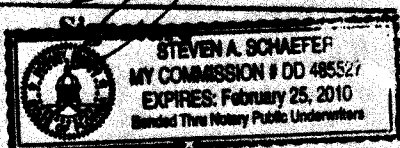
Sharon R. Bock
Deputy Clerk

By:

John F. Koons
John F. Koons, Chairman

WITNESS:

[Signature]



Name (type or print)

CONSULTANT:

Sea to Shore Alliance, Inc.

Company Name

[Signature]
Signature

Dr. James A. Powell

Typed Name

Executive Director

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By

[Signature]
Assistant County Attorney

(corp. seal)

APPROVED AS TO
TERMS AND CONDITIONS

By

[Signature]
Richard E. Walesky, Director
Department of Environmental Resources Management