Agenda Item #: 3H-/5

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	March 23, 2010	[X] Consent [] Workshop		ular lic Hearing			
Department: Facilities Development & Operations							
	!	I. EXECUTIVE BRIE	<u> </u>				
property develop Design Kilday S	pment evaluation se	rvices contract with U	rban Design	ndment No. 3 to annual Studio, LLC, dba Urban and fee for the Office of			
regarding the a inclusion of the	applicability of the	Inspector General O fee into future task	rdinance ("l	the consultant's contract IG Ordinance") and the he consultant. (Capital			
adopted Ordina Ordinance. The reports from, as County. The co	ince No. 2009-049 e IG Ordinance auth nd receive access t	, the Palm Beach C norizes the Inspector (to the records of all the Inspector General	County Office General to consultants	of County Commissioners be of Inspector General conduct audits of, require doing business with the ne by the imposition of a			
Attachments: Amendm	ent No. 3						
Recommended	7777	partment Director		2/27/10 Date			
Approved by:	Co	ounty Administrator		Date			

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Ir	npact:					
Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2011 0 0 0 0 0	2012 0 0 0 0 0	2013 0 0 0 0 0 0	2014 0 0 0 0 0		
# ADDITIONAL FTE POSITIONS (Cumulative)						
Is Item Included in Current Budget? Budget Account No: Fund	_ Dept	No Unit ing Category _	Object			
B. Recommended Sources of Fun	nds/Summary of	Fiscal Impact	:			
III. REVIEW COMMENTS: A. OFMB Fiscal and/or Contract Development and Control Comments: No additional pool impact, contract price does not change.						
OFMB AND S	Jan All	Ju	Contract A	object 3/2) dministrator senes 3/12/10		
B. Legal Sufficiency: Sure Supplement 3/6/ Assistant County Attorney	<u>/p</u>	Ti Ou	iis amendment con ir review requirem	nplies with ents.		
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 No. 3 dated ________to the Contract (R-2008-1006) dated June 3, 2008, 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 Urban Design Studio, LLC., dba Urban Design Kilday Studios, 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 add the requirements of the Inspector General per Ordinance 2009-049.

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 following paragraph is added to Section 5 of the Contract:
 - **5.3.1** Without changing the contract price, a fee of 0.25% will be deducted by the Owner from each Pay Application to defray costs of the Inspector General's office in accordance with Ordinance 2009-049. Refer to Paragraph 7.24 for more information.

2. The following paragraphs are added to Section 7 of the Contract:

7.13

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection audit, pursuant to the Palm Beach County Office of Inspector General Ordinance 2009-049, as may be amended.

7.24 Inspector General Reviews

Palm Beach County has established the Office of the Inspector General Ordinance 2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving full and unrestricted access to records relating to this contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the contract price of all contracts and shall be one quarter (¼) of one (1) percent of the contract price.

3. 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: Burt Aaronson, Chair
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By:County Attorney	By Director - FD&O
WITNESS:	CONSULTANT:
Cabre LJL/k Signature	Signature
Collene W. Walter Name (type or print)	Name (type or print)
	Manusin fainum
	(Corporate Seal)