

3J-1

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 16, 2011 ☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department: Planning, Zoning and Building

Submitted By: PZB Administration

Submitted For: PZB Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to two contracts for facilitation services related to mining, to increase the contracts amount (not to exceed \$10,000) and extend completion date to February 1, 2012.

A) University of Central Florida – Rafael Montalvo (R2010-1955). Increase contract amount (not to exceed \$8,750) for additional outreach, code drafting and workshops

B) _____, SLC, LLC (R2010-1956). Increase contract amount (not to exceed \$1,250) for additional outreach and workshops

Summary: At the July 12, 2011, Board of County Commissioners (BCC) meeting, the Board directed staff to continue working with the consultants on the outreach services and code language drafting of issues related to mining in the Everglades Agriculture Area (EAA). The original funding for this project was not to exceed \$39,485. The continuing services of the facilitators will exceed the original amount but will not exceed the additional \$10,000. The estimated completion date of the original contracts was September 30, 2011 and the additional time has been added to meet the code amendment round cycle. Unincorporated (RB)

Background and Policy Issues: At the November 30, 2010 BCC meeting, the Board approved two contracts for consulting/professional services to assist county staff and the stakeholders who have an interest in mining in the unincorporated county, to reach agreement on Unified Land Development Code changes that may be required. The facilitators held several workshops and will continue to work with staff to draft code language and bring to the stakeholders and finally to the Board for approval.

Attachments:

1. Contract: (R2010-1955) First Amendment – Mining in the EAA – UCF – Rafael Montalvo
2. Contract: (R2010-1956) First Amendment – Mining in the EAA – _____, SLC, LLC

Recommended by:


Executive Director

7/25/11
Date

Approved By:


Deputy County Administrator

8/17/11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>11</u>	20 <u>12</u>	20 <u>13</u>	20 <u>14</u>	20 <u>15</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$10,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 <u>\$10,000</u>	 =====	 =====	 =====	 =====
 No. ADDITIONAL FTE POSITIONS (Cumulative)	 _____	 _____	 _____	 _____	 _____

Is Item Included In Current Budget? Yes _____ No X

Budget Account No.: Fund 0001 Department 760 Unit 7601 Object 3401
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funding for additional services has been approved by County Administration and will be allocated from the General Government Fund. There is no direct fiscal impact to Planning Zoning & Building Department. However, the fiscal impact will be to General Government Fund in the amount not to exceed \$10,000.

C. Departmental Fiscal Review: Pat D'Agostino

III. REVIEW COMMENTS

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

N. Diaz 7/26/11
WS 7/25/11
OFMB
7/25/11

Dr. J. Jacob 8/9/11
Contract Dev. and Control
8-9-11 (B. Wheeler)

B. Legal Sufficiency:

NT PAJ
Assistant County Attorney

These Amendments comply with our review requirements.

C. Other Department Review:

Department Director

**FIRST AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL
SERVICES REGARDING MINING IN THE EVERGLADES
AGRICULTURAL AREA (EAA) R2010-1955**

THIS AMENDMENT TO THE CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES REGARDING MINING IN THE EVERGLADES AGRICULTURAL AREA (EAA) (R2010-1955) made and entered into in Palm Beach County, Florida, on this _____ day of _____, 2011 by and between PALM BEACH COUNTY, hereinafter referred to as "COUNTY" and The Florida Institute of Government at the University of Central Florida on behalf of its Board of Trustees, hereinafter referred to as the "CONSULTANT."

WITNESETH:

WHEREAS, the parties entered in a contract on November 30, 2010, which provided consulting/professional services related to mining;

WHEREAS, the contract currently has an expiration date of September 30, 2011 and;

WHEREAS, the need exists to further amend the contract to add additional dollars to the contract by modifying Article 2 – Schedule, Article 3 – Payments to Consultant, Exhibit A – Cost Estimates, and Exhibit B.

NOW THEREFORE, the above named parties hereby mutually agree that the contract is hereby amended as follows:

- I. ARTICLE 2 – SCHEDULE is amended to read "The CONSULTANT shall commence services on November 30, 2010 and complete all services by February 1, 2012".
- II. ARTICLE 3 – PAYMENT TO CONSULTANT is amended to read " The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of thirty three thousand four hundred eighty five Dollars (\$33,485) The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date".

III. Exhibit A - COST ESTIMATES is amended to read Note: The following estimates assume separate Palm Beach County contracts with the FCRC Consensus Center at UCF and with Jean Scott, SLC, LLC. The estimates total **\$49,485**, and in no event will total costs exceed this amount without explicit authorization from Palm Beach County.

IV. Exhibit B - Cost Breakdown

FCRC Costs

All professional time will be billed at the following rates.

Facilitator time \$187.50 per hour

Assessment, Process Design , Outreach **and Code Drafting**

Facilitator time 10 hrs

Additional Outreach time and Code Drafting time **\$3,630**

Subtotal \$1,875

Per Workshop Costs for Professional Time

Facilitator

Planning and
prep 5 hrs

Facilitation 6 hrs

Follow-up 5 hrs

Subtotal per workshop	\$3,000	
Subtotal 4 workshops	\$12,000	
<u>Additional workshop</u>		<u>\$3,000</u>
Presentations		
Facilitator Time 2		
Subtotal per presentation	\$375	
Subtotal 5 presentations	\$1,875	
<u>Additional Presentation (not to exceed 2)</u>		<u>\$750</u>
Sub-Total Professional Time		\$15,750
Expenses		
Expenses are expected to include mileage, lodging and meals as allowed per Palm Beach County policy.		
Expenses will not exceed:		\$5,000
Sub-total Professional Time and Expenses		\$20,750
UCF Overhead (18%)		\$3,735
<u>Additional UCF Overhead (18%)</u>		<u>\$1,620</u>
<u>Total Additional Expenses</u>		<u>\$9,000</u>
Estimated total		<u>\$33,485</u>

OTHER PROVISIONS

All provisions in the Contract or exhibits to the Contract in conflict with this First Amendment to the Contract shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the same level as specified in the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their officials there upon duly authorized.

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

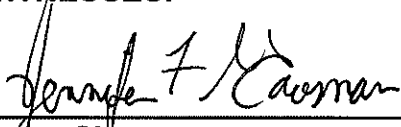
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair


WITNESSES:

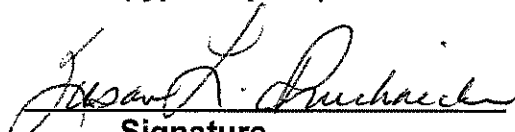
FLORIDA INSTITUTE OF GOVERNMENT AT
THE UNIVERSITY OF CENTRAL FLORIDA:


Signature


Marilyn Crotty, Director IOG at UCF

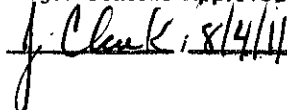
JENNIFER F GAUSMAN
Name (type or print)


8/5/11
Gregory Robinson, Interim Director of
Purchasing, UCF


Signature

Susan L. Pruchaicki
Name (type or print)

Legal Content Approved


8/4/11

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By: 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

**FIRST AMENDMENT TO CONTRACT FOR CONSULTING/PROFESSIONAL
SERVICES REGARDING MINING IN THE EVERGLADES
AGRICULTURAL AREA (EAA) R2010-1956**

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WITNESETH:

WHEREAS, the parties entered in a contract on November 30, 2010, which provided consulting/professional services related to mining;

WHEREAS, the contract currently has an expiration date of September 30, 2011 and;

WHEREAS, the need exists to further amend the contract to add additional dollars to the contract by modifying Article 2 – Schedule, Article 3 – Payments to Consultant, Exhibit A – Cost Estimates, and Exhibit B.

NOW THEREFORE, the above named parties hereby mutually agree that the contract is hereby amended as follows:

- I. ARTICLE 2 – SCHEDULE is amended to read "The CONSULTANT shall commence services on November 30, 2010 and complete all services by **February 1, 2012**".
- II. ARTICLE 3 – PAYMENT TO CONSULTANT is amended to read " The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of **sixteen thousand two hundred fifty Dollars (\$16,250)**. The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date".
- III. Exhibit A - COST ESTIMATES is amended to read Note: The following estimates assume separate Palm Beach County contracts with the FCRC

Consensus Center at UCF and with SLC, LLC. The estimates total **\$49,485**, and in no event will total costs exceed this amount without explicit authorization from Palm Beach County.

IV. Exhibit B - Cost Breakdown

SLC, LLC Costs

All professional time will be billed at the following rates.

Coordinator time	\$125.00 per hour
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*Assessment , Process Design **and Outreach***

Coordinator time	10 hrs
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Subtotal	\$1,250
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Per Workshop Costs for Professional Time

Coordinator	
Planning and prep	5 hrs
Facilitation	6 hrs
Follow-up	8 hrs

Subtotal per workshop	\$2,375
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Subtotal 4
workshops \$9,500

Additional Workshop **\$1,250**

Outreach (As necessary)

Coordinator
time 16 hrs
\$2,000

Presentations

Coordinator
Time 2

Subtotal per presentation \$250

Subtotal 5 presentations \$1,250

Sub-Total Professional Time \$14,000

Expenses

Expenses are expected to include mileage, lodging
and meals

as allowed per Palm Beach County policy.

Expenses will not exceed: \$1,000

Sub-total Professional Time and Expenses \$15,000

Estimated total **\$16,250**

OTHER PROVISIONS

All provisions in the Contract or exhibits to the Contract in conflict with this First Amendment to the Contract shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the same level as specified in the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their officials there upon duly authorized.

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair

WITNESSES:

CONSULTANT:

Signature

SLC, LLC

Company Name

William D. Richard

Name (type or print)

By: _____
Signature

Signature

Jean Ward Scott

Typed Name

W Thornton Scott

Name (type or print)

Managing Member

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director