# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: September 11, 2012 [X] Consent [] Regular [] Workshop [] Public Hearing

Department: Facilities Development & Operations

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Assignment of contract with MPA Architects, Inc. (R-2011-0122) for Architectural Services on a Continuing Contract Basis.

Summary: On February 1, 2011, the Board entered into a contract with MPA Architects, Inc. for Architectural Services on a continuing contract basis. MPA Architects, Inc. has advised the County that they have ceased operations on August 20, 2012, and the MPA principals will be joining another local architectural firm, Tercilla, Courtemanche Architects, Inc. Tercilla, Courtemanche Architects, Inc. has offered to assume all of the contractual requirements of MPA Architects including any future projects assigned to the Architectural Continuing Services Contract and will complete the open MPA projects. Staff has reviewed the request and as Tercilla, Courtemanche Architects, Inc. has the proper license and insurance, staff recommends assigning the MPA Architects, Inc. contract to Tercilla, Courtemanche, Inc., so as to not delay completion or interrupt continuity of the current projects. (Capital Improvements Division) Countywide (JM).

Background and Justification: The February 1, 2011, contract with MPA Architects, Inc. provides for the assignment of the contract upon written consent by both parties. Both MPA Architects, Inc. and Tercilla, Courtemanche Architects, Inc. have agreed to the assignment. Tercilla, Courtemanche Architects, Inc. has provided the required insurance certificates and Conflict of Interest Disclosure forms for the open projects. MPA currently has four (4) projects in either the construction phase or close-out phase: Fire Stations No. 31, 72, 74 and the Homeless Resource Center. Tercilla, Courtemanche Architects, Inc. will now serve as one of the three Architectural Services on a Continuing Contract Basis Consultants.

#### Attachments:

- 1. MPA August 14, 2012 letter
- 2. Assignment Agreement
- 3. Disclosure of Ownership Interests

Recommended by:	Armen Work	8/31/12
	Department Director	Date
Approved by:	Mu	9/6/1
	County Administrator	Date

### II. <u>FISCAL IMPACT ANALYSIS</u>

A. Five Year Summary of	Fiscal Impact:				
Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	2012 \$ 0 0 0 0 0 0 \$ 0	2013 0 0 0 0 0	2014 0 0 0 0 0	2015 0 0 0 0 0	2016 0 0 0 0 0 0
Is Item Included in Current Budget Account No: Fund		Unit	No Object_ g Category		
B. Recommended Sources	of Funds/Sum	mary of Fisc	al Impact:		
Fiscal impact cannot be BCC approval will be otherwise, funding will C. Departmental Fiscal Rev	brought to th Il come from p	a Roard and	fiscal impact	will he address	ed at that time.
A. OFMB Fiscal and/or C	III. Contract Develo		OMMENTS: Control Comme	nts:	
	2 8/3/1/20 331112 \$		Du	. J. Jac	dministrator
Assistant County Atto	1 9 (5 / 5 / 5 / 5 / 5 / 5 / 5 / 5 / 5 / 5	<u>~</u>			
C. Other Department Review	ew:				
Department Director		<del></del>			

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



#### MPA Architects. Inc.

1801 Centrepark Drive East, Suite 175 West Palm Beach , FL 33401 (561) 683-7000 Fax (561) 478-3922 FL License #AAC000630

August 14, 2012

Mr. John Chesher, Director Capital Improvements Division Palm Beach County Facilities Development and Operations 2633 Vista Parkway West Palm Beach, FL 33411-5604

Re: Current Contracts

Dear Mr. Chesher:

We regret to inform you that, due to the devastating effects of this deep recession, MPA Architects, Inc. will cease all operations effective August 20, 2012. Unfortunately, we will not be able to fulfill the remaining terms and conditions of our contract with you. We will invoice you for all work we performed through August 19, 2012.

Thank you for your business over the years and for your understanding as we wind up the affairs of MPA Architects, Inc.

Sincerely,

MPA ARCHITECTS, INC.

Richard J. Logan, AIA, President

Cc: File

## ASSIGNMENT OF CONTRACT FOR ARCHITECTURAL SERVICES ON A CONTINUING CONTRACT BASIS

This Assignment dated \_\_\_\_\_\_\_\_\_, of the Contract (R-2011-0122) dated February 1, 2011, 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.

#### WITNESSETH

WHEREAS, the parties have entered into a Contract under which MPA Architects, Inc. agreed to perform certain work described in said contract; and

WHEREAS, MPA Architects, Inc. has advised the County that they will cease operations on August 20, 2012.

NOW, THEREFORE, the parties covenant and agree to the following terms and conditions:

- 1. MPA Architects, Inc. assigns all of its interests in this Contract to Tercilla, Courtemanche Architects, Inc., a corporation authorized to do business in the State of Florida.
- 2. Tercilla, Courtemanche Architects, Inc. agrees to assume all of the obligations of the Contract, including the current labor rates.
- 3. Tercilla, Courtemanche Architects, Inc. agrees to complete the services required for: Fire Station No. 31, Fire Station No. 72, Fire Station No. 74, and Homeless Resource Center.
- 4. Except as specifically modified above, the terms and conditions of the original 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 Assignment on behalf of the COUNTY and has hereunto set its hand the day and year above written.

ATTEST: SHARON R. BOCK, Clerk and Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
BY:	By:Shelley Vana, Chair
APPROVED AS TO TERMS AND AND CONDITIONS  By A My Wort Director—FD&O	APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By County Attorney
WITNESS:  Signature	MPA ARCHITECTS, INC.  Signature for MPA
SUSAN MALUSKY  Name (type or print)	RICHARD LOGALY Name (type or print)
	Title  CORPORATE SEAL  (Corporate Seal)  FLORIDA 1989  MPA ARCHITECTS, INC.  CORPORATE AUTHORIZATION NO. C000630
WITNESS:  Signature  Signature  Name (type or print)	TERCILLA, COURTEMANCHE ARCHITECTS, INC.  Signature  Name (type or print)
	POESIDENT Title

(Corporate Seal)

#### DISCLOSURE OF OWNERSHIP INTERESTS

#### 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 René Tercilla. AIA, 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 [X] the President of Tercilla Courtemanche 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: 2047 Vista Parkway, Suite 100, West Palm Beach, FL 33411 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. René Tercilla, AIA (Print Affiant Name) The foregoing instrument was acknowledged before me this 16th day of August, 20 12, , [ Who is personally known to me or [ ] who has by RENETERCILLA as identification and who did take an oath. produced Notary Public SUSAN MALUSKY SUSAN MALU MY COMMISSION # EE 120993 (Print Notary Name) EXPIRES: August 11, 2015 ded Thru Notary Public Underwrit

State of Florida at Large

My Commission Expires:

aug 11,2015

#### 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	Address
René Tercilla	7080 Wilson Road, West Palm Beach, FL 33413
Lance Courtemanche	126 Crab Cay Way, Jupiter, FL 33478
	1445 SW Sandpiper Way, Palm City, FL 34990
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