

5B-2

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS REVISED
AGENDA ITEM SUMMARY

Meeting Date: April 21, 2015 Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Assignment of contract with RCC Consultants, Inc. (RCC) for planning and engineering services associated with the Countywide Public Safety Radio System (R-2014-1462).

Summary: RCC Consultants, Inc. has advised the County that their Tallahassee Branch Office has separated from the corporate group and RCC Consultants, Inc. desires to assign the Palm Beach County contract to the newly formed company, Omnicom Consulting Group, Inc. (OCG). OCG will assume all of the contractual requirements of RCC contract and staff has reviewed the request and OCG has the proper license and insurance. The Tallahassee Branch Office represented RCC in the original selection and makes up the entirety of the Team assigned to the County to perform under this contract. As such, there is essentially no impact of this assignment on the County in terms of personnel or assigned or available resources. Staff recommends assigning the RCC contract to OCG so that the County does not lose the unique knowledge of the existing system and user requirements for the P25 migration project and provide continuity for the remainder of County projects underway pursuant to this contract. (Capital Improvements Division) Countywide (JM).

Background and Policy Issues: The current contract with RCC Consultants, Inc. provides for the assignment of the contract upon written consent by both parties. Both RCC Consultants, Inc. and OCG have agreed to the assignment. OCG has provided the required insurance certificates and Conflict of Interest Disclosure form for the project. OCG is in the process of obtaining certification as a professional consultant from the Engineering and Public Works Department. In the interest of time and the critical nature of the public radio system project, this assignment is being processed ahead of that certification.

- Attachments:**
1. Assignment of Contract
 2. Disclosure of Ownership Interests

Recommended by:   4/15/15
Department Director Date

Approved by:  
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	\$ 0	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$ 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:

*There is no fiscal impact to this item.

C. Departmental Fiscal Review: _____

4-15-15

III. REVIEW COMMENTS:

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

 OFMB
 4/17 4/2

 Contract Administrator
 4-20-15 BWhelan

B. Legal Sufficiency:

 Assistant County Attorney
 4/20/15

C. Other Department Review:

 Department Director

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of April 13, 2015, is by and between **RCC CONSULTANTS, INC.**, a Delaware corporation with a principal place of business at 100 Woodbridge Center Drive, Suite 201, Woodbridge, New Jersey 07095 ("RCC"), and **OMNICOM CONSULTING GROUP, INC.**, a Florida corporation with a principal place of business at 2927 Habersham Drive, Tallahassee, Florida 32309 ("OCG").

WITNESSETH:

WHEREAS, RCC is a party to that certain Contract for Professional Services, number R-2014-1462, dated October 7, 2014, between RCC and Palm Beach County, Florida ("Owner"), as modified by consultant services authorizations dated October 7, 2014, January 12, 2015, January 13, 2015 and March 10, 2015 (collectively, the "Palm Beach County Agreement") relating to P25 radio system planning and design services (the "Project"); and

WHEREAS, RCC desires to assign the Palm Beach County Agreement to OCG and OCG desires to accept such assignment and assume all of RCC's obligations with respect to the Palm Beach County Agreement and the Project, all subject to receipt of Owner's written consent to such assignment and assumption and the terms and conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, RCC and OCG hereby agree as follows:

1. RCC hereby assigns the Palm Beach County Agreement to OCG and OCG hereby accepts such assignment, effective as of the date hereof, subject only to receipt of Owner's written consent to such assignment.
2. From and after the date hereof, OCG hereby assumes all of RCC's obligations under the Palm Beach County Agreement, and agrees to be bound by the terms thereof, subject only to receipt of Owner's written consent to such assumption.
3. All payments by Owner for services rendered by RCC prior to the date hereof shall be made to RCC.
4. Any consideration to be paid by any party for entering into this Agreement shall be addressed in a separate written agreement between RCC and OCG.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
6. Any notice, request or other communication to either party by the other concerning the terms and conditions of this Agreement shall be in writing and shall be deemed given when actually received by the addressee, having been hand delivered or sent

postage prepaid, by certified or registered United States mail, return receipt requested, addressed as follows:

If to RCC: RCC Consultants, Inc.
100 Woodbridge Center Drive - Suite 201
Woodbridge, New Jersey 07095-1125
Attn: Michael W. Hunter
President and Chief Executive Officer

If to OCG: Omnicom Consulting Group, Inc.
2927 Habersham Drive
Tallahassee, Florida 32309
Attn: Tim Barrentine
President

IN WITNESS WHEREOF, RCC and OCG have caused this Agreement to be signed by their duly authorized representatives as of the date first forth above.

RCC CONSULTANTS, INC.

OMNICOM CONSULTING GROUP, INC.

By: Michael W. Hunter

By: Tim Barrentine

Name: Michael W. Hunter

Name: Tim Barrentine

Title: President and CEO

Title: President

PALM BEACH COUNTY, FLORIDA hereby consents to the foregoing assignment and assumption. The County's consent does not release RCC from any contractual responsibilities prior to the date of the County's consent.

By: _____

Name: Shelley Vana

Title: Mayor

R#/Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

James C. [Signature]
Assistant County Attorney

DISCLOSURE OF OWNERSHIP INTERESTS

TO: 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 Tim Barrentine, 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*
 the President of Omvicom Consulting Group, 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: 2927 Habersham Drive,
Tallahassee, FL 32309

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.

Tim Barrentine
Tim Barrentine, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 15 day of April, 2015, by Tim Barrentine, who is personally known to me or who has produced FL DL as identification and who did take an oath.

William Chadwick Spires
Notary Public
William Chadwick Spires
(Print Notary Name)
State of Florida at Large
My Commission Expires: June 20, 2016



