

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 23, 2015

☒

Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF


**Motion and Title:** Staff recommends motion to approve: Amendment No. 3 to the Professional Services Agreement with Corgan Associates, Inc. related to the Baggage Handling System (BHS) Improvements at Palm Beach International Airport (PBIA) to amend the contract to include updated federal non-discrimination requirements.

**Summary:** The Professional Services Agreement (R-2012-1241) with Corgan Associates, Inc. for professional planning, design and engineering services was approved on September 11, 2012 in the amount of \$1,491,800. Approval of Amendment No. 3, with no additional funding, will modify Article 21 – Non-Discrimination in the existing agreement to include federal non-discrimination requirements, thereby ensuring compliance with such. Countywide (JCM)

**Background and Justification:** The Federal Aviation Administration (FAA) Office of Civil Rights has revised its federal non-discrimination requirements. This Amendment modifies the Professional Services Agreement with Corgan Associates, Inc. to include the appropriate federal non-discrimination language.

Attachments:


1. Amendment No. 3 with Corgan Associates, Inc. – 3 Originals

Recommended By: 

5/21/15

Department Director

Date

Approved By: 

6/8/15

County Administrator

Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	\$ _____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ * _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_ No \_\_\_

Budget Account No: Fund \_\_\_ Department \_\_\_ Unit \_\_\_ Object \_\_\_  
Reporting Category \_\_\_\_\_

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

\* There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: CM Summer

## III. REVIEW COMMENTS

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

[Signature]  
OFMB <sup>KD</sup> <sup>EA</sup>  
5/27 5/28

[Signature]  
Contract Dev. and Control 8/11/15

### B. Legal Sufficiency:

[Signature] 6/2/15  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

REVISED 9/03

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**AMENDMENT NO. 3 TO CONTRACT**  
**BETWEEN**  
**PALM BEACH COUNTY**  
**AND**  
**CORGAN ASSOCIATES, INC.**  
**FOR**  
**PROFESSIONAL SERVICES FOR BAGGAGE HANDLING SYSTEM (BHS) IMPROVEMENTS**  
**AT**  
**PALM BEACH INTERNATIONAL AIRPORT**

This Amendment No. 3 to the Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and CORGAN ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, having its office and principal place of business at 401 North Houston Street, Dallas, Texas, 75202, whose Federal Tax I.D. number is 75-1079692.

**WITNESSETH**

WHEREAS, on September 11, 2012, the COUNTY entered into an Agreement (R2012-1241) with the CONSULTANT for the CONSULTANT to provide Consulting/Professional Services for the Palm Beach County Department of Airports ("Department") related to the Baggage Handling System ("BHS") Improvements Project at Palm Beach International Airport (PBIA); and

WHEREAS, on June 4, 2013, the COUNTY entered into an Amendment No. 1 (R2013-0665) with the CONSULTANT to provide additional professional services for the COUNTY, in accordance with Article 25 of the original Agreement; and

WHEREAS, on October 21, 2014 the COUNTY entered into an Amendment No. 2 (R2014-1577) with the CONSULTANT to provide additional professional services for the COUNTY in accordance with Article 25 of the original Agreement; and

WHEREAS, the parties desire to further amend the Contract in order to ensure compliance with federal non-discrimination requirements.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions:

1. The recitals set forth above are true and correct and incorporated herein by this reference.
2. **ARTICLE 21 - NON-DISCRIMINATION** is hereby deleted in its entirety and replaced with the following:
  - a. Non-Discrimination in County Contracts. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement

provided to the COUNTY that the CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

b. Federal Non-Discrimination Covenants.

1. The CONSULTANT agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the CONSULTANT from the solicitation period through the completion of the contract. This provision is in addition to Title VI of the Civil Rights Act of 1964.
2. During the performance of this Contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:
  - a. Compliance with Regulations: The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities ("Acts and Regulations") (as hereinafter defined), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
  - b. Non-discrimination: The CONSULTANT, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this Contract and the Acts and Regulations relative to non-discrimination on the grounds of race, color, or national origin.
  - d. Information and Reports: The CONSULTANT will provide all information and reports required by the Acts and Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with the Acts and Regulations, and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the COUNTY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  - e. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the non-discrimination provisions of this Contract, COUNTY will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    1. Withholding payments to the CONSULTANT under the Contract until the CONSULTANT complies; and/or

2. Cancelling, terminating, or suspending a Contract, in whole or in part.
  - f. Incorporation of Provisions: The CONSULTANT will include the provisions of paragraphs 2.a. through 2.f. above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts and Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the COUNTY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the COUNTY to enter into any litigation to protect the interests of the COUNTY. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.
  - g. For purposes of this Contract, the term "Title VI List of Pertinent Nondiscrimination Statutes and Authorities" includes the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.
3. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused the Third Amendment to the Contract to be signed by the Mayor of the Board of County Commissioners and the Seal of said Board to be fixed hereto and attested by the Clerk of said board, and the CONSULTANT, CORGAN ASSOCIATES, INC., has caused these presents to be signed in its corporate name by its duly authorized officer John Murphy, AIA, Principal, acting on behalf of said CONSULTANT, and the Seal of said CONSULTANT to be affixed hereto and attested by the Secretary of said CONSULTANT, the day and year first written above.

ATTEST:

PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK  
CLERK AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
~~Shelly Vana, Mayor~~  
**Shelley Vana, Mayor**

WITNESS:

Ashley Sifuentes  
SIGNATURE

\_\_\_\_\_  
Ashley Sifuentes  
Name (type or print)

CONSULTANT:

\_\_\_\_\_  
Corgan Associates, Inc.  
COMPANY NAME

John Murphy  
Signature

\_\_\_\_\_  
John Murphy, AIA  
Name (type or print)

\_\_\_\_\_  
Principal  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: James C. Threlkeld  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: Shirley Kelly  
Department Director

