

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 6, 2017 Consent Regular
 Workshop Public Hearing

Department

Submitted By: **Administration**

Submitted For: Office of Small Business Assistance (OSBA)

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: approve the Second Amendment to the Palm Beach County Disparity Study Contract amending Article 3 – Schedule to retroactively extend the termination of the contract from April 1, 2017 to December 31, 2017. Article 4 – Payments to Consultant, paragraph B is amended to bring contract language into compliance with current standard language. All other provisions of the contract shall remain in full force and effect.


Summary: Palm Beach County entered into a contract with Mason Tillman Associates, Ltd. on October 21, 2014 for a disparity study to assess whether there is disparity in the utilization of Minority and Women-Owned Business Enterprises (M/WBE) in contracting in the areas of construction, professional services and goods and services. Mason Tillman Associates, Ltd. and staff require additional time to complete the study and submit the final report for review and consideration by the Board of County Commissioners. **Countywide** (HH).

Background and Justification: Palm Beach County entered into a contract with Mason Tillman Associates, Ltd. (MTA) on October 21, 2014, for a disparity study (R 2014-1634). The First Amendment to the contract extended the contract completion to March 31, 2017. MTA and county staff required additional time to complete the Data Verification Report. The Data Verification Report validates the accuracy of the prime contract data. Completion of the Data Verification Report took longer than anticipated. Once complete, the draft Palm Beach County Disparity Study will be forwarded to Palm Beach County Administration and Department staff for review and comment. After this review, the public will have an opportunity to review the draft disparity study and provide comments, prior to the finalization of the draft disparity study and presentation to the Board of County Commissioners.

Attachments:

1. Second Amendment to Contract with Mason Tillman Associates, Ltd.
2. First Amendment to Contract with Mason Tillman Associates, Ltd.

Recommended by:  5/30/17
 Tonya Davis Johnson, Director OSBA Date

Approved By:  _____
 Verdenia C. Baker, County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenues					
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 Dept. Unit Object

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

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

<p>ASD 5/31</p> <p><i>[Signature]</i></p> <p>OFMB STS/31 P 5/31</p>	<p><i>[Signature]</i></p> <p>Contract Dev. and Control</p> <p>5/31/17</p>
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B. Approved as to form and Legal Sufficiency:



 Senior Assistant County Attorney

C. Other Department Review:

 Department Director

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

**SECOND AMENDMENT
TO CONTRACT FOR
PALM BEACH COUNTY DISPARITY STUDY
(Contract No. 14-071/LJ)**

THIS SECOND AMENDMENT, dated _____, 2017, to Contract No. 14-071/LJ, dated October 21, 2014, 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 Mason Tillman Associates, Ltd., located at 1999 Harrison Street, Suite 1440, Oakland, CA 94612-4710, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract dated October 21, 2014, hereinafter referred to as the "Contract", whereby the CONSULTANT has agreed to conduct a study to determine if there is a disparity between the number of minority- and women-owned businesses that are ready, willing, and able to perform construction, professional services, and goods and services contracts to Palm Beach County; and

WHEREAS, the First Amendment to the Contract, dated December 21, 2016, amended ARTICLE 3 - SCHEDULE to retroactively extend the Contract term for the period October 22, 2016, through March 31, 2017; and

WHEREAS, the parties desire to extend the Contract for the period April 1, 2017, through December 31, 2017; and

WHEREAS, the parties desire to modify ARTICLE 4 – PAYMENTS TO CONSULTANT to address changes regarding the submittal and verification of invoices for payment for work performed under this Contract.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONSULTANT agree as follows:

1. ARTICLE 3 - SCHEDULE is hereby amended to read as follows:

“The CONSULTANT shall commence services on October 22, 2014, and complete all services by December 31, 2017.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.”

2. ARTICLE 4 – PAYMENTS TO CONSULTANT, paragraph B, is hereby amended to read as follows:

“B. CONSULTANT shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY’s representative. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY’s representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY’s representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONSULTANT must ensure that the following information included on Appendix B, Business Information, of Exhibit B, CONSULTANT’s proposal must be exactly the same as it appears on the invoice and in the COUNTY’s Vendor Self Service System which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor’s Legal Name, Vendor’s Address, and Vendor’s TIN/FEIN Number.”

3. All other provisions of said Contract, dated October 21, 2014, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
4. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this SECOND AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

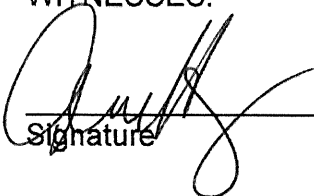
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

WITNESSES:


CONSULTANT:



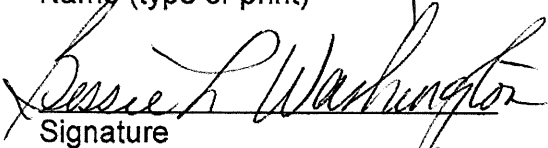
Signature

Mason Tillman Associates, Ltd.
Company Name

Anisha Hackney
Name (type or print)

BY: 

Signature



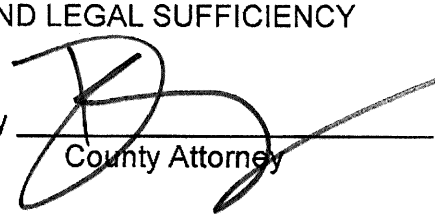
Signature

Eleanor Mason Ramsey, Ph.D.
Typed Name

Bessie L. Washington
Name (type or print)

President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 

County Attorney

**FIRST AMENDMENT
TO CONTRACT FOR
PALM BEACH COUNTY DISPARITY STUDY
(Contract No. 14-071/LJ)**

THIS FIRST AMENDMENT, dated December 21, 2016, to Contract No. 14-071/LJ, dated October 21, 2014, 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 Mason Tillman Associates, Ltd., located at 1999 Harrison Street, Suite 1440, Oakland, CA 94612-4710, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract dated October 21, 2014, hereinafter referred to as the "Contract", whereby the CONSULTANT has agreed to conduct a study to determine if there is a disparity between the number of minority- and women-owned businesses that are ready, willing, and able to perform construction, professional services, and goods and services contracts to Palm Beach County; and

WHEREAS, the parties desire to extend the Contract for the period October 22, 2016, through March 31, 2017; and

WHEREAS, the COUNTY desires to revise ARTICLE 23 – PUBLIC RECORDS, ACCESS AND AUDITS in order to comply with the amended requirements of Section 119.0701 F.S., which requires "Contractors", as defined under Section 119.0701(1)(a) F.S. as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency" and which is "acting on behalf of the public agency" as provided under Section. 119.011(2) F.S., to comply with public records requests when contracting with public agencies.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONSULTANT agree as follows:

1. ARTICLE 3 - SCHEDULE is hereby amended to read as follows:

"The CONSULTANT shall commence services on October 22, 2014, and complete all services by March 31, 2017.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A."

2. ARTICLE 23 – PUBLIC RECORDS, ACCESS AND AUDITS is hereby amended to read as follows:

“ARTICLE 23 – PUBLIC RECORDS, ACCESS AND AUDITS

The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public

records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

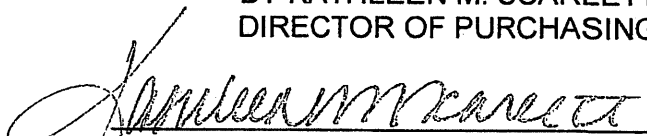
CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONSULTANT to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680."


3. All other provisions of said Contract, dated October 21, 2014, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
4. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this FIRST AMENDMENT shall not take effect until executed by the CONSULTANT and COUNTY.

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this First Amendment to the Contract on the day and year above written.

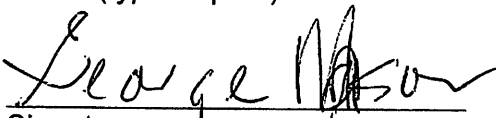
PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING


Kathleen M. Scarlett, Director

WITNESSES:

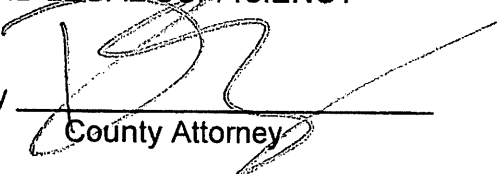

Signature

Ade Porter
Name (type or print)


Signature

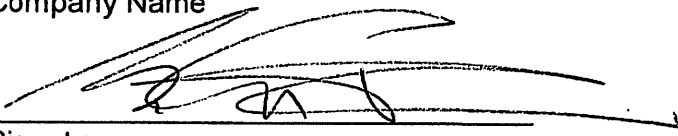
GEORGE MASON
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
County Attorney

CONSULTANT:

Mason Tillman Associates, Ltd.
Company Name

BY: 
Signature

Eleanor Mason Ramsey, Ph.D.
Typed Name

President
Title