

AGENDA ITEM SUMMARY

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Assignment of Annual Environmental Assessment Contract (R2015-1255) and Annual Asbestos Consulting Contract (R2017-0413) from Eco Advisors, LLC, to Partner Assessment Corporation d/b/a Partner Engineering and Science, Inc. (“Partner Assessment Corporation”).

Summary: Eco Advisors, LLC, requested that Palm Beach County accept an assignment of these contracts to Partner Assessment Corporation. Partner Assessment Corporation has purchased Eco Advisors, LLC, and will assume these contracts from Eco Advisors, LLC. The management team and staff of Eco Advisors, LLC, has joined Partner Assessment Corporation. As professional services are still necessary for completion of the contract, the assignment of this agreement to Partner Assessment Corporation will provide for continuation of these services. Staff recommends assignment of these contracts from Eco Advisors, LLC, to Partner Assessment Corporation. **(FDO Admin) Countywide (LDC)**

Background & Policy Issues: On September 22, 2015, the Board of County Commissioners approved an annual contract (R2015-1255) with Eco Advisors, LLC, for Environmental Assessment Services on a task order basis. This contract was amended by Amendment No. 1 dated September 26, 2017 (R2017-1310) and Amendment No. 2 dated November 20, 2018 (R2018-1774). On April 4, 2017, the Board of County Commissioners approved an annual contract (R2017-0413) with Eco Advisors, LLC, for Asbestos Consulting services. This contract was amended by Amendment No. 1 dated December 19, 2017 (R2017-1902) and Amendment No. 2 dated January 15, 2019 (R2019-0054). Partner Assessment Corporation has purchased Eco Advisors, LLC and will assume these contracts from Eco Advisors, LLC.

Attachments:

1. Assignment, Assumption & Consent Agreement
2. Disclosure of Ownership Interests
3. Conflict of Interest Disclosure Form

Recommended By: MB Army Wolf 7/2/19
 Department Director Date

Approved By: [Signature] 1 7/11/19
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No
Does this item include the use of federal funds: Yes No X

Budget Account No:

Fund	_____	Dept	_____	Unit	_____	Revenue Source	_____	_____
Fund	_____	Dept	_____	Unit	_____	Revenue Source	_____	_____

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

Fiscal impact cannot be determined at this time. Individual Task Assignments requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 7/8/12
OFMB *[initials]* 4/8

For Devin Jacobowitz
Contract Development and Control
7/9/19 TW

B. Legal Sufficiency:

Legal Sufficiency:

[Signature] 7/10/19

Assistant County Attorney

C. Other Department Review:

Department Director

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

**ASSIGNMENT, ASSUMPTION & CONSENT
AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2019, by and among Partner Assessment Corporation d/b/a Partner Engineering and Science, Inc., a California Corporation licensed to do business in Florida ("Assignee"), and Eco Advisors, LLC, a Florida Corporation ("Assignor"), and Palm Beach County, a political subdivision of the State of Florida ("County").

RECITALS

WHEREAS, Assignor entered into a contract with County for Environmental Assessment Services dated September 22, 2015, number R2015-1255, which was amended by Amendment No. 1 dated September 26, 2017 (R2017-1310) and Amendment No. 2 dated November 20, 2018 (R2018-1774)(collectively the "Environmental Services Contract")

WHEREAS, Assignor entered into that agreement with School Board of Palm Beach County dated January 19, 2016, to provide certain asbestos and industrial hygiene consulting services ("School Board Agreement"); and

WHEREAS, the Assignor entered into a contract with County for Annual Asbestos Consulting dated April 4, 2017, number R2017-0413, which was amended by Amendment No. 1 dated December 19, 2017 (R2017-1902) and Amendment No. 2 dated January 15, 2019 (R2019-0054)(collectively the "Asbestos Consulting Contract"); and

WHEREAS, the Asbestos Consulting Contract incorporated the terms and conditions of the School Board Agreement; and

WHEREAS, the Assignor and Assignee have agreed to the assignment of both the Environmental Services Contract and the Asbestos Consulting Contract (collectively the "Contracts") to Assignee and the Assignee agrees to assume all duties and responsibilities under both contracts; and

WHEREAS, the County does not object to said assignment and assumption.

NOW THEREFORE, in consideration of the good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

- 1. Recitals.** The parties acknowledge that the foregoing recitals are true and correct and are incorporated herein by reference.
 - 2. Assignment and Effective Date.** As of March 29, 2019 (the "Effective Date"), Assignor hereby conveys, sells, transfers, delivers and assigns (collectively, the "Assignment") unto
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Assignee, its successors, and assigns forever, all of Assignor's right, title, and interest in and to the Environmental Services Contract and the Asbestos Consulting Contract.

3. Assignee's Acceptance and Assumption. As of the Effective Date, Assignee hereby accepts the Assignment to it of Assignor's rights, title and interest in, to, and under the Environmental Services Contract and the Asbestos Consulting Contract, and hereby expressly assumes the performance of each of the terms, conditions, covenants, obligations, liabilities and duties of the Assignor under these Contracts, and Assignee hereby assumes and agrees to pay all debts, obligations, and liabilities of Assignor under these Contracts that accrue on or after the Effective Date of this Assignment.

4. No Waiver or Release. Notwithstanding any other clause or provision in this Assignment, this Assignment is not intended to act as a release, waiver or relinquishment of any claims, demands, warranties, damages, causes of action or rights of County relating to Assignor and all such rights are reserved by County and shall remain notwithstanding this Assignment, to the extent they arise from or are related to the terms, conditions, covenants, obligations, liabilities and duties of Assignor existing prior to the Effective Date of this Assignment.

5. Payment for Work in Process and Completed Work. Assignor is conveying, transferring and assigning all rights to payment for work and services performed under these Contracts to Assignee as of the Effective Date. In order to transition services or work in process payments, each invoice, payment certification and requisition, or other request for payment due, received by County before the Effective Date, regardless of the dates of services or work performed, will be processed by County and if approved, paid to Assignor. Each invoice, payment certification and requisition, or other request for payment received by County on or after the Effective Date, regardless of the dates of service or work performed, shall be processed by County and if approved, shall be paid to Assignee.

6. Hold Harmless and Indemnity. In the event County is made a party to an action between Assignee and Assignor, or involving any third party, arising out of this Assignment, the Assignee and the Assignor shall each agree to indemnify, defend and hold County, its elected officials, employees and agents, harmless from and against any such claim, demand, cause of action, economic losses, damages, and costs and expenses (including reasonable legal fees and costs of investigation) that arise from, out of, or as a result of, this Assignment.

7. Authority. The undersigned signatory for Assignor does hereby attest and affirm that he/she has the current lawful authority to execute this Assignment on behalf of the Assignor and that the assignment is not made with intent to hinder or defraud creditors, or interfere with lawful rights of other persons or entities, or for any other unlawful purpose.

8. Notices. Beginning on the Effective Date, any and all notices required under these contracts shall be delivered to Assignee as follows:

Partner Assessment Corp. d/b/a Engineering and Science, Inc.
Legal Department

Attn. Dana J. Clausen, Esq. General Counsel
2154 Torrance Blvd., Suite 200
Torrance, CA 90501

9. Consent. The County consents to and accepts this Assignment. The County's consent is effective when this Assignment has been executed by all parties and approved by the Board of County Commissioners.

10. Ratification. Except as expressly modified by this Assignment, the Environmental Services Contract and the Asbestos Consulting Contract remain in full force and effect.

11. Governing Law. This Assignment shall be governed by and interpreted in accordance to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the day first above written.

ATTEST:

**SHARON R. BOCK, CLERK &
COMPTROLLER**

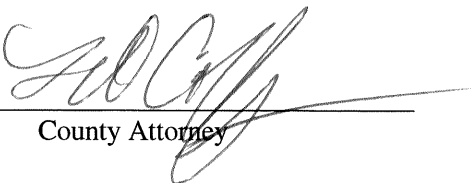
**PALM BEACH COUNTY BOARD,
FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS**

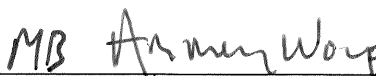
By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

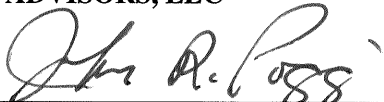
**APPROVED AS TO TERMS
AND CONDITIONS**

By:  _____
County Attorney

By:  _____
Director, Facilities, Development
& Operations

**Assignor
ECO ADVISORS, LLC**

**Assignee
PARTNER ENGINEERING & SCIENCE,
INC.**

By:  _____
Name: John R. Poggi
Title: President

By:  _____
Name: Frank S. Romeo, Jr.
Title: President

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
Frank S. Romeo, Jr., 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** Partner Assessment Corporation d/b/a Partner Engineering
[] the President of and Science, 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: 611 Industrial Way West, Eatontown, NJ 07724


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.


Frank S. Romeo, Jr., Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 12th day of June,
2019, by Frank S. Romeo Jr., [X] who is personally known to me
or [] who has produced _____ as identification
and who did take an oath.



Notary Public
Candice Katz
(Print Notary Name)
State of Florida at Large
My Commission Expires: _____
CANDICE A. KATZ
NOTARY PUBLIC OF NEW JERSEY
ID # 2402932
My Commission Expires 12/9/2020

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

Joseph P. Derhake

2154 Torrance Boulevard, Suite 200, Torrance, CA 90501

Dana Derhake

2154 Torrance Boulevard, Suite 200, Torrance, CA 90501

Jennifer Redlin Kernen

2154 Torrance Boulevard, Suite 200, Torrance, CA 90501

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Consultant and any subconsultants)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:


(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) Frank S. Romeo, Jr. as
(Title/Position:) President of (Name of Firm:) Partner Assessment Corporation d/b/a Partner Engineering and Science, Inc.
who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature Frank S. Romeo, Jr., President
June 11, 2019

Date

ATTACHMENT 3