Agenda Item: 3F6

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: July 8, 2025	[X]	Consent Workshop	[ ] Regular
	ĪĪ		[ ] Public Hearing
Submitted By: Department of Air	ports	-	
· I.	<b>EXECUTIVE BI</b>	RIEF	
_			
Motion and Title: Staff recommen	ds motion to an	nrove: Ameno	lment No. 7 to the Contract

**Motion and Title: Staff recommends motion to approve:** Amendment No. 7 to the Contract for Consulting/Professional Services (Consulting Agreement) (R2022-0888) with Ricondo & Associates, Inc. (Ricondo) to exercise the second one (1) year renewal option for the continued performance of professional consulting services for the Department of Airports (Department).

Summary: The Consulting Agreement with Ricondo was approved by the Board of County Commissioners (BCC) on August 23, 2022, in the amount of \$2,021,165 for the provision of professional consulting services for the Department with an initial term of two (2) years with two (2) one (1) year renewal options. Amendment No. 1 through Amendment No. 6 increased the contract amount by \$6,285,949.34 and provided for various services, including, but not limited to, the Palm Beach County Park Airport (LNA) Safety Assessment, LNA Master Plan Update, Palm Beach International Airport (PBI) Cyber Security Implementation Support, 2024 Bond Feasibility Report, and PBI Consolidated Rental Car Facility (CONRAC) Advanced Planning, General Aviation Airport Layout Plan Updates, North Palm Beach County General Aviation Airport (F45) Conceptual Fixed Base Operator Site Plan, Triennial Review Appraisals, and exercised the first one (1) year renewal option. A detailed contract history is included in Attachment 1. Amendment No. 7 provides for the exercise of the second one (1) year renewal option. Ricondo is based in Chicago, Illinois; however, the majority of the work will be managed through its Miami, Florida office. The Consulting Agreement was presented to the Goal Setting Committee (Committee) on September 1, 2021, and the Committee established an Affirmative Procurement Initiative (API) of a mandatory 10% Small Business Enterprise (SBE) subcontracting goal. Ricondo committed to 11% SBE participation. To date, the overall SBE participation achieved on the Consulting Agreement is 9%. This Consulting Agreement is subject to emergency ordinance 2025-014 approved by the BCC on June 3, 2025. Countywide (AH)

**Background and Justification:** In September 2021, the Department issued Request for Proposals No. DOA 21-11 for the provision of professional consulting services for the Department. On January 7, 2022, the Countywide Selection Committee recommended the selection of Ricondo, which was approved by the BCC on August 23, 2022. Amendment No. 7 provides for the exercise of the final option to renew the Consulting Agreement for the continued provision of professional consulting services.

#### Attachments:

1. Amendment No. 7 with Ricondo & Associates, Inc. – 2 Originals w/Contract History							
Recommended By:	Laura	Bube	6/6/25				
	Departm	ent Director	Date				
Approved By:	sai le. ay	al Cellos	6/10/2				
•	Assistan	t County Administrator	Date				

# II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	Fiscal Impact:				
Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
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 the Curren Does this item include the use Does this item include the use	e of federal fund	-	X No No No	X	
Budget Account No: Fu	ınd <u>4111</u> D	epartment 1	21 Unit	A107	Object 6505
Reporting Categ	ory				
B. Recommended Sources of * No fiscal impact.	F Funds/Summa	ry of Fiscal In	npact:		
C. Departmental Fiscal Revie	w: Webber	uncanson			
	III. REVIE	W COMMENT	<u>'S</u>		
A. OFMB Fiscal and/or Control  Added 6/10  OFMB DA			Comments:  MA  ontract Dev. and	Mull Control	Le/9/25 - ze eigins
B. Legal Sufficiency:					
Assistant County Attorn	1 6/10/25 ey				
C. Other Department Review	r:				
Department Director					

REVISED 11/17
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Amendment No. 7 Agreement for Consulting/Professional Services Ricondo & Associates, Inc. Palm Beach International Airport Amendment No. 7 Ricondo & Associates, Inc.

## Attachment No. 1:

Amendment No. 7 with Ricondo & Associates Inc. - two (2) Originals With Contract History

# AMENDMENT NO. 7 TO CONTRACT BETWEEN

#### DEI WEEN

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
AND

#### RICONDO & ASSOCIATES, INC.

FOR

#### AIRPORT PLANNING CONSULTING SERVICES

ΑT

#### PALM BEACH COUNTY AIRPORTS

This Amendment No. 7 to the Contract is made as of the day of July, 2025, by and between Palm Beach County, Florida, hereinafter referred to as the COUNTY, and RICONDO & ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Tax I.D. number is 36-3663903.

#### WITNESSETH

WHEREAS, on August 23, 2022, the COUNTY entered into a Contract (R2022-0888) (the "Contract") with the CONSULTANT for the CONSULTANT to provide General Planning Consulting Services for the Palm Beach County Department of Airports ("Department of Airports"), for a period of two (2) years, with two (2) one (1) year renewal options, the exercise of which are within COUNTY'S sole control and discretion; and

WHEREAS, Article 26 of the Contract requires an amendment to add or modify services; and

WHEREAS, on May 16, 2023, the COUNTY entered into an Amendment No. 1 (R2023-0700) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports in accordance with Article 26 of the Contract; and

WHEREAS, on January 23, 2024, the COUNTY entered into an Amendment No. 2 (R2024-0045) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports in accordance with Article 26 of the Contract; and

WHEREAS, on May 14, 2024, the COUNTY entered into an Amendment No. 3 (R2024-0545) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports in accordance with Article 26 of the Contract; and

WHEREAS, on August 20, 2024, the COUNTY entered into an Amendment No. 4 (R2024-0927) with the CONSULTANT for the CONSULTANT to exercise the first one (1) year renewal option for the continuation of services provided by the CONSULTANT under this contract and provide additional professional services for the Department of Airports in accordance with Article 26 of the Contract; and

WHEREAS, on April 8, 2025, the COUNTY entered into an Amendment No. 5 (R2025-0457) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports in accordance with Article 26 of the Contract; and

WHEREAS, on June 3, 2025, the COUNTY entered into an Amendment No. 6 (R2025-0724) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports in accordance with Article 26 of the Contract.

This Contract, including all Schedules, Forms, and attachments, is subject to the County Emergency Ordinance 2025-014, approved by the BCC on June 3, 2025. As a result, the M/WBE participation will not be enforced.

**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 term of the Contract is herby extended for one (1) additional one (1) year period in accordance with Article 2 of the Contract.
- 2. The following is added to the Contract to read as follows: "Consultant acknowledges and agrees that this Agreement shall be subject, and subordinate, to the provisions of any existing or future agreement between County and the United States of America or State of Florida, and their respective agencies, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal or state funds, including, without limitation, grant agreements and associated assurances (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Contract by reference, including any amendments or modifications thereto."
- 3. The following is added to the Contract to read as follows: Notwithstanding any provision of this Contract to the contrary, Consultant agrees it shall comply with all Grant Obligations applicable to Consultant by virtue of this Contract. County agrees to provide Consultant with written notice of any new or amended Grant Obligations, which modify Consultant obligations hereunder. In the event of conflict between any provision of this Contract and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail.
- 4. 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 hereto have duly executed this Amendment No. 7 as of the day and year first above written.

ATTEST:	PALM BEACH COUNTY, FLORIDA
ATTEST: JOSEPH ABRUZZO CLERK OF THE CIRCUIT COURT & COMPTROLLER	PALM BEACH COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS:
By: Deputy Clerk	By: Maria G. Marino, Mayor
WITNESS:	CONSULTANT:
Cimberly Daus	RICONDO & ASSOCIATES, INC
SIGNATURE	COMPANY NAME
Kimberly Davis	Mumbo
Name (type or print)	Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	Pete Ricondo Name (type of print)
By: ame Idelant	Senior Vice President
County Attorney	Title
APPROVED AS TO TERMS AND CONDITIONS  By:	Composed seal)

### NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.) THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Ricondo & Associates, Inc. (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and a and correct.	affirm that the above stated facts are true
Flumbo	Pete Ricondo
(signature of officer or representative)	(printed name of officer or representative)
State of Florida, County of Palm Beach	
Sworn to and subscribed before me by means of this,30th_ day ofMay, 2025	
Personally known 🗵 OR produced identification	□.
Type of identification produced	-
Cimberly). Imis	
NOTARY PUBLIC	Notary Public, State of Illinois
My Commission Expires:	Notary Public Seal Official Seal
State of Illinois at large	Commission # 995978 My Commission Expires 8/28/2028

(Notary Seal)

#### PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

# PROFESSIONAL SERVICES AGREEMENT WITH RICONDO & ASSOCIATES, INC. FOR AIRPORT PLANNING CONSULTING SERVICES CONTRACT HISTORY

PROJECT NO. DOA 21-11

CONTRACT NO.
DATE APPROVED BY BCC
EXPIRATION DATE
ORIGINAL CONTRACT AMOUNT =
SBE COMMITMENT
ORIGINAL AGREEMENT SERVICES:

R2022-08B8 8/23/2022 6/23/2024 \$2,021,165.00 11.00%

\*Pursuant to Article 2 Performance Period continued performance of on-going services related to tasks authorized prior to the expiration of the contract shall extend the term presented to allow comptellon of the task

The Professional Services Agreement with Ricondo & Associates, inc. for a term of two (2) years, with two one (1) year renewal options in the amount of \$2,021,165 for the performance of Airport Planning Consulting Services related to the approved Palm Beach County's system of Airports Program. Original agreement includes the following:

AMEND No.	BCC APPROVAL DATE	RESOLUTION NUMBER	CONTRACT RENEWAL	RESOLUTION TOTAL AMOUNT	RESOLUTION TASK!	RESOLUTION TASK	RESOLUTION TASK II BUDGET	RESOLUTION SBE COMMITMENT	NEW CONTRACT AMOUNT	STATUS	DESCRIPTION
•	5/16/2023	R2023-0700		\$1,189,895.34	<b>\$</b> 789,695.34	\$0.00	\$ 400,000,00	14.43%	\$3,211,060.34	Approved R2023-0700	LNA Safety Assessment; LNA Master Plan Update; Miscellaneous Planning, Financial, and Airport Business/Management Support Services; Miscellaneous NEPA Processing Services
Ź	1/23/2024	R2024-0045		\$453,243.80	\$203,243.00	\$0.00	\$ 250,000.09	4.26%	\$3,664,303.34	Approved R2024-9045	PBI Cyber Security Implementation Support (Phase 3B); PBI Runway 10L-28R Exit Taxiway Evaluation; Miscellaneous Planning, Financial, Airport Business/Management and Environmental Support Services
	5/14/2024	R2024-0545		\$465,236.00	\$215,236.00	90,0\$	\$ 250,000,00	0.60%	\$4,129,539,34	Approved R2024-0545	2024 Bond Feasibility Report; Miscellaneous Planning, Financial, Airport Business/Management and Environmental Support Services
4	8/20/2024	R2024-0927	One (1) Year	\$472,327.69	\$222,327.69	\$b.00	\$ 250,000.0D	0.00%	\$4,601,867.03	Approved R2024-0927	Exercise the first one-year renewal option for the continuation of services provided under this agreement.  PBI CONRAC Advanced Planning; General Aviation Airport Exhibit A Property Map Updates; Miscellaneous Planning, Financial, Airport Business/Management and Environmental Support Services.
5	4/8/2025	R2025-0457		\$313,598.00	\$563,899.00	\$0.00	\$250,000.00	0.87%	\$5,415,765.03	Pending	Concourse B Construction Gate Optimization Analysis; PBI Cybersecurity Program Support Services, LNA Aviation Activity Forecast, F45 FBO Conceptual FBO Site Plan; DOA Triennial Review Appraisals; Miscellaneous Planning, Financial, Airport Business/Management and Environmental Support Services
6	Pending	Pending		\$870,184.31	\$810,184.31	\$60,000.00	\$0.00	\$ 161,834.00	\$6,285,949.34	Pending:	LNA Avigation Easements, F45 ALP Update and Narrative Report; PHK ALP Update and Narrative Report; Capital improvement Program (CIP) Planning Support; Passenger Facility Charge (PFC) Support
7	Pending	Pending	One (1) Year							Pending	Exercise the second one-year renewal option for the continuation of services provided under this agreement.
			TOTAL	\$4,264,784.34	\$2,804,784.34	\$60,000.00	\$ 1,400,000.00		\$6,285,949.34		