

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	September 10, 2024	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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**Department:** Facilities Development & Operations

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Amendment No. 1 to the contract (R2018-0917) with Leo A. Daly LLC (Leo A. Daly) for the Judicial Facilities project (Project), to extend the term of the contract retroactively from June 18, 2023 until the completion of all project phases and to update the County’s standard contract terms.

**Summary:** On June 19, 2018, the Board of County Commissioners (BCC) approved the design contract with Leo A. Daly for the Project. The purpose of this contract is to have a consultant pre-selected and under contract to provide architectural services for planned/or potential future renovations, expansions, modifications, and/or additions to existing Judicial Facilities including the South County Courthouse, Main County Courthouse, West County Courthouse, North County Courthouse, and court facilities at the Main Detention Center and State Attorney/Public Defenders offices. The County was unable to complete the improvements to the Judicial Facilities within the contract’s five (5) year term as approval of the Judicial Facilities Master Plan was protracted and did not materialize until June 7, 2022. The improvements at County Judicial Facilities are currently ongoing and it is both cost and time effective to continue to retain the Consultant to complete the Project; therefore, the Facilities Development and Operations Department is requesting authorization to extend the contract with Leo A. Daly retroactively from June 18, 2023 until completion of all Project phases. Submission of this Amendment No.1 for consideration by the BCC was delayed while staff worked with Leo A. Daly on the assignment of multiple professional services contracts (this one included) from Leo A. Daly Company. The BCC approved the contract assignment on August 20, 2024. Amendment No. 1 extends the contract term and adds or updates standard County terms on periods of service, criminal history records check, non-discrimination, compliance with the public records law, compliance with laws and regulations regarding e-verify, disclosure of foreign gifts and contracts with foreign countries of concern, and human trafficking affidavit, among others. The existing contract was awarded under the prior Small Business Enterprise (SBE) Ordinance, and the SBE participation goal was 15%. Leo A. Daly has committed to 25% SBE participation. Leo A. Daly is a local business. The Office of Equal Business Opportunity (OEBO) has reviewed the existing SBE participation and approved this extension request under the existing contract terms. To date, the overall Small/Minority/Women Owned Business Enterprise (S/M/WBE) participation for the contract is 36.32%. **(Capital Improvements Division) Countywide (MWJ)**

**Background and Justification:** The design professional was selected on March 21, 2018, pursuant to the Consultants Competitive Negotiation Act (CCNA), Florida Statute 287.055. Amendment No. 1 will extend the term of the contract retroactively from June 18, 2023 until the Project is complete and update the County’s standard contract terms.

**Attachments:**

1. Amendment No. 1-Leo A. Daly
  2. CSA History
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Recommended by:  8/22/24  
Department Director Date

Approved by:  8/29/24  
County Administrator Date

## II. FISCAL IMPACT ANALYSIS

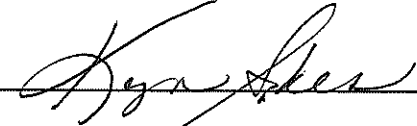
**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>_____*</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>		Yes	<u>  X  </u>	No	_____
<b>Is this item using Federal Funds?</b>		Yes	_____	No	<u>  X  </u>
<b>Is this item using State Funds?</b>		Yes	_____	No	<u>  X  </u>

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

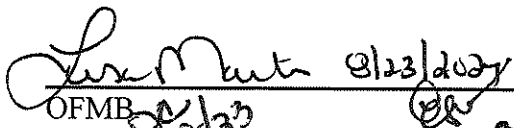

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

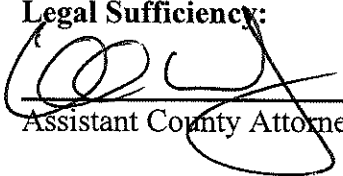
\* There is no fiscal impact associated with this item. Consultant Services Authorizations (CSA) requiring BCC approval will be submitted to the BCC and fiscal impact will be addressed at that time; otherwise, funding will come from projects previously approved by the Board.

C. Departmental Fiscal Review: 

### III. REVIEW COMMENTS

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

<p><u></u> 8/23/2024 OFMB <u>8/23</u> <u>8-23-24</u></p>	<p><u></u> 8/26/24 Contract Development and Control <u>8/26/24</u></p>
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**B. Legal Sufficiency:**  
 8/28/24  
Assistant County Attorney

**C. Other Department Review:**  
\_\_\_\_\_  
Department Director

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

**AMENDMENT NO. 1 TO CONTRACT FOR  
CONSULTING SERVICES/DESIGN PROFESSIONAL  
JUDICIAL FACILITIES ARCHITECTURAL SERVICES PROJECT**

This Amendment No. 1 dated September 10, 2024 to the Contract (R2018-0917) dated June 19, 2018, which Amendment is effective retroactively from June 18, 2023, is 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 Leo A. Daly LLC, a limited liability company authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

**WITNESSETH**

**WHEREAS**, the parties have entered into the Contract under which the CONSULTANT provided certain professional services to the COUNTY for the Judicial Facilities Architectural Services Project (Project) in accordance with Consultants Competitive Negotiations Act (CCNA) FS287.055; and

**WHEREAS**, the parties hereto desire to amend the Contract to extend it until all phases of the Project are complete.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The term of this Contract is extended retroactively from June 18, 2023 and shall continue until completion of all project phases, including the completion of all consultant services authorizations issued pursuant to the Contract.
2. CONSULTANT certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. The Contract is modified as follows:

a. **Section 5.1 of the Contract is deleted in its entirety and replaced with the following:**

*5.1 The period of service and the Contract term shall commence upon the approval and execution of this Contract by both parties and continue until completion of all project phases, including the completion of all Consultant Services Authorizations issued pursuant to this Contract, or until the earlier termination of this Contract as provided for herein.*

b. **The first paragraph of Section 8.5 of the Contract is deleted in its entirety and replaced with the following:**

**8.5 CRIMINAL HISTORY RECORDS CHECK.**

*The CONSULTANT, CONSULTANT'S employees, subcontractors/subconsultants of CONSULTANT and employees of subcontractors/subconsultants shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.*

*This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT and provide specific instructions for meeting the requirements of this Ordinance.*

*Each individual undergoing a criminal justice background check is required to have his/her own unique email address in order to comply with security awareness training. If an employee of CONSULTANT does not have his/her own unique email address, CONSULTANT agrees to provide one to that employee.*

- c. Section 8.7 of the Contract is deleted in its entirety and replaced with the following:

**8.7 NON-DISCRIMINATION.**

*The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.*

*As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.*

- d. Section 8.14 of the Contract is hereby modified to add the following:

**8.14A PHOTOGRAPHY OF FINAL PROJECT**

*If CONSULTANT photographs or videos the completed Project, CONSULTANT agrees to provide the COUNTY with a copy of such photos or video in a digital file uploaded to the COUNTY's File Transfer Protocol (FTP) site or provided on a flash drive delivered to the County's Representative.*

- e. **The first paragraph of Section 8.15.3 of the Contract is deleted in its entirety and replaced with the following:**

*8.15.3 Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the CONSULTANT include, but are not limited to:*

- *Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure, owned or operated by the COUNTY;*
- *Security or fire safety system plans records, information, photographs, audio and visual representations, schematic diagrams, surveys, recommendations or consultations relating directly to the physical security or fire safety of the facility or revealing security or fire safety systems;*
- *Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the County;*
- *Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;*
- *Threat assessments;*
- *Emergency evacuation plans;*
- *Sheltering arrangements; and/or*
- *Manuals for security or fire safety personnel, emergency equipment or security or fire safety training.*

- f. **Section 8.30 of the Contract is deleted in its entirety and replaced with the following:**

*The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least five (5) years after completion or termination of this Contract. Upon ten (10) business days' prior written notice to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.*

- g. Section 8.31 is added to the Contract as follows:**

***8.31 Section 179D Responsibilities***

*Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the COUNTY to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable, the CONSULTANT is responsible for applying to the COUNTY for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the COUNTY the allocation of the deduction. The COUNTY'S Representative will provide to CONSULTANT the Department's policy and forms related to the Section 179D deduction when requested.*

- h. Section 8.32 is added to the Contract as follows:**

***8.32 E-Verify - Employment Eligibility***

*8.32.1 CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT's subconsultants performing any duties and obligations under this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.*

*8.32.2 CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.*

*8.32.3 COUNTY shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes as may be amended.*

8.32.3.1 If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.

8.32.4 If COUNTY terminates this Contract pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

- i. Section 8.33 is added to the Contract as follows:

**8.33 Interactions with County Staff**

*In all interactions with County staff, CONSULTANT and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.*

- j. Section 8.34 is added to the Contract as follows:

**8.34 Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern**

*Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the CONSULTANT certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.*

- k. Section 8.35 is added to the Contract as follows:

**8.35 Human Trafficking Affidavit**

*CONSULTANT warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONSULTANT has executed*



*Exhibit E, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.*

**1. Section 8.36 is added to the Contract as follows:**

**8.36 Effective Date.**

*This Contract is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.*

**4.** Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

THE REMAINDER 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 Amendment on behalf of the COUNTY; and an authorized official of the CONSULTANT has made and executed this Amendment on behalf of the CONSULTANT

ATTEST:

JOSEPH ABRUZZO  
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political  
subdivision of the State of Florida, BOARD  
OF COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
Maria Sachs, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Isami Ayala-Collazo, Director  
Facilities Development & Operations

CONSULTANT WITNESS:

CONSULTANT: Leo A. Daly LLC

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Signature

Jaime E. Sobrino  
Name (type or print)

Name: Edward G. Benes  
(Print)

Title: CEO



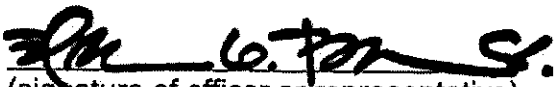
**CONTRACT EXHIBIT E**

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT  
Section 787.06(13), Florida Statutes**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Leo A. Daly LLC  
(Consultant) and attest that Consultant does not use coercion for labor or services as  
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts  
are true and correct.**

 Edward G. Benes, CEO  
(signature of officer or representative) (printed name and title of officer or  
representative)

**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of  physical presence or  online  
notarization this, 19<sup>th</sup> day of August 2024, by Edward G.  
Benes.

Personally known  OR produced identification .

Type of identification produced \_\_\_\_\_.

  
NOTARY PUBLIC  
My Commission Expires: 10/31/2024  
State of Florida at large



JACEY TAYLOR  
Commission # HH 050881  
Expires October 31, 2024  
Bonded Thru Budget Notary Services

(Notary Seal)

