

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 17, 2006	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department:

Submitted By: Administration

Submitted For: Legislative Affairs

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 4 to contract with U.S. Strategies Corp. (R2002-1806) for Federal Lobbying on behalf of Palm Beach County for the period of November 1, 2006-October 31, 2007, in the amount of \$134,009.40.


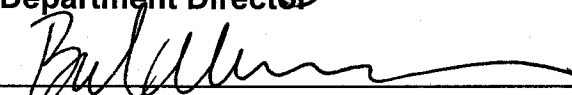
Summary: On October 22, 2002, the Board approved a one-year Consulting/Professional Services Contract with U.S. Strategies Corp. for the period of November 1, 2002 – October 31, 2003 in the amount of \$110,250. The previous amendments (3) provided for an additional one-year period and increased the annual contract by 5%. Amendment No. 4 extends the contract for another one-year period (November 1, 2006-October 31, 2007) for a total annual contract amount of \$134,009.40, which is a 5% increase over the current annual contract. Countywide (DSW)

Background and Justification: The Board's Federal Lobbying Program is managed through a Federal Agenda, which is updated and amended annually. The Scope of Work for the Federal Lobbyist includes: securing funding for programs and projects which have been identified by the Board as priorities; coordinating with the County's Congressional Delegation in gaining support for the County's Federal Agenda; scheduling briefings and meetings with Federal officials; proposing and implementing lobbying strategies; aligning support for the County's positions; and working with affiliated agencies such as National Association of Counties.

Attachments:

1. Amendment No. 4 to contract with U.S. Strategies Corp with attachments, Exhibit "A" Scope of Work and Exhibit "B" Payment Schedule
2. Budget Availability Statements

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Recommended by:		10/5/06
	Department Director	Date
Approved By:		
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>122,841.95</u>	<u>11,167.45</u>	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
 Reporting Category _____

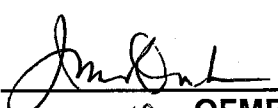
B. Recommended Sources of Funds/Summary of Fiscal Impact:

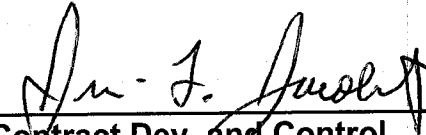
Airports	4100-120-1110-3101	\$33,502.35
Palm Tran	1340-540-5160-3101	\$33,502.35
Legislative Affairs	0001-645-6450-3101	\$33,502.35
Water Utilities	4001-720-1110-3101	\$33,502.35

C. Departmental Fiscal Review:


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:


 10-10-06
 OFMB
 10-10-06 PM
 10-10-06


 10/11/06
 Contract Dev. and Control
 10/11/06

B. Legal Sufficiency:


 10/16/06
 Assistant County Attorney

This amendment complies with our review requirements.

Legislative Affairs will obtain updated insurance certificate.

C. Other Department Review:

 Department Director

**FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND
U.S. STRATEGIES CORP., DATED NOVEMBER 1, 2006.**

THIS FOURTH AMENDMENT, dated November 1, 2006, to the Contract of October 22, 2002 (R2002-1806), by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY," and U.S. Strategies Corp., a corporation which is authorized to do business in the State of Florida, and which has an office located at 1055 N. Fairfax Street, Suite 201, Alexandria, Virginia 22314, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 52-1597736.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated October 22, 2002, hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide consulting and professional services related to Federal Relations as more specifically set forth in the Scope of Work as detailed in Exhibit "A", to the CONTRACT which is attached hereto and made a part hereof; and

WHEREAS, the original term of said CONTRACT was November 1, 2002 to October 31, 2003; and

WHEREAS, the Third Amendment to the Contract, dated November 1, 2005, extended the Contract term through October 31, 2006, and included a not to exceed amount of One Hundred Twenty-Seven Thousand Six Hundred and Twenty-eight Dollars (\$127,628.); and

WHEREAS, the parties desire to amend the CONTRACT by modifying Articles 2 and 3, (SCHEDULE AND PAYMENTS TO CONSULTANT respectively), to amend the date to provide and complete all services, and

WHEREAS, the parties further desire to modify Article 3, PAYMENTS TO CONSULTANT, to provide a new authorized not to exceed amount and revise Exhibit "B" of the CONTRACT, attached hereto and made a part hereof, to provide for additional payments.

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

Article 2, SCHEDULE, is amended to read as follows:

1. The CONSULTANT shall commence services on November 1, 2006, and complete all services by October 31, 2007. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" which is attached hereto and made a part hereof.

2. Subparagraph A of Article 3, PAYMENTS TO CONSULTANT, is hereby amended to read as follows:

A. The total amount to be paid by the COUNTY under this CONTRACT for all services and materials including, if applicable, all "out of pocket" costs and expenses incurred by CONSULTANT in the performance of its contractual obligations hereunder, during the period November 1, 2006 through October 31, 2007, shall not exceed a total contract amount of One Hundred Thirty-four Thousand, nine Dollars and forty cents (\$134,009.40). The CONSULTANT shall notify the COUNTY'S representative, in writing, when 90% of the "not to exceed" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in the Exhibit "B", attached hereto and made a part hereof, for services rendered pursuant to Exhibit "A". Where incremental billing for partially completed items is permitted, the total billings shall not exceed percentage of completion as of the billing date.

All other provisions of the CONTRACT are hereby confirmed and, except as provided for herein, are not otherwise altered or amended and shall remain in full force and effect. This Fourth Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners of Palm Beach County, Florida has made and executed this Fourth Amendment to the CONTRACT on behalf of the COUNTY and the CONSULTANT and has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

WITNESS:

CONSULTANT:

Cathy Stewart
Signature

By: U.S. Strategies Corp.
Company Name (type or print)

Cathy Stewart
Name (type or print)

By: Nance Guenther-Peterson
Signature

Nance Guenther-Peterson
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Senior Vice President
Title Typed

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

By: Todd Bonfarron
Todd Bonfarron, Director
Legislative Affairs

Exhibit "A"
SCOPE OF WORK

Federal Government Relations

The services requested of the CONSULTANT by the COUNTY include, but are not limited to, the following tasks and deliverables:

1. Represent Palm Beach County and the Board of County Commissioners before U.S. Congress and Federal agencies.
2. Secure funding for programs and projects which have been identified by the County as priorities, including proactive identification of new funding opportunities.
3. Work closely with County Administration, the Director of Legislative Affairs and County staff in researching current issues and providing background information.
4. Coordinate with Palm Beach County's Congressional Delegation in gaining support for the County's Federal Agenda; assist in drafting appropriate correspondence, scheduling briefings and meetings and identifying key federal contacts.
5. Provide technical assistance and guidance to the Director of Legislative Affairs in correspondence and reports.
6. Identify key Congressional contacts relating to specific County issues; propose and implement lobbying strategies to help support the County's Federal Agenda.
7. Provide written monthly activity reports and periodic updates on pending legislation.
8. Identify special interest groups which may be working for or against the County's best interests, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the County's position.
9. Develop a schedule for research reports and other activities in order to meet Federal guidelines, standards and deadlines.

Exhibit "B"

Payments shall be made to CONSULTANT on a monthly basis upon submission by the CONSULTANT of and appropriate invoice and monthly activity report. Compensation shall be in accordance with the following Schedule of Payments:

Month 1 (November 2006)
\$11,167.45

Month 2 (December 2006)
\$11,167.45

Month 3 (January 2007)
\$11,167.45

Month 4 (February 2007)
\$11,167.45

Month 5 (March 2007)
\$11,167.45

Month 6 (April 2007)
\$11,167.45

Month 7 (May 2007)
\$11,167.45

Month 8 (June 2007)
\$11,167.45

Month 9 (July 2007)
\$11,167.45

Month 10 (August 2007)
\$11,167.45

Month 11 (September 2007)
\$11,167.45

Month 12 (October 2007)
\$11,167.45

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/05/2006
PRODUCER (954)315-5000 FAX (954)315-5050 Corporate Insurance Advisors, LLC 100 NE 3rd Avenue Suite 610 Ft. Lauderdale, FL 33301		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED US Strategies Corporation 1055 North Fairfax Street, Suite 201 Alexandria, VA 22314		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Twin City Fire Insurance Co		29459
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPROP AGG \$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	21WECPK0803	09/20/2006	09/20/2007	X WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, Its Officers, Employees & Agents 301 N Olive Ave. West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Mark Schwartz/WANDFL <i>Mark R. Schwartz</i>

KURIT&ABRAMS INS
319 CLEMATIS ST #119
WEST PALM BEACH, FL 33401

Named Insured:
US STRATEGIES
319 CLEMATIS ST #603
WEST PALM BEACH, FL 33401

Commercial Auto Insurance Coverage Summary

This is a copy of your
Declarations Page

Policy number: 04607326-5

Underwritten by:
Progressive Express Ins. Company
July 12, 2006
Policy Period: Mar 8, 2006 - Mar 8, 2007
Page 1 of 3

driveinsurance.com

Online Service
Make payments, check billing activity, print
policy documents, or check the status of a
claim.

561-832-1144

KURIT&ABRAMS INS
Contact your agent for personalized service.

800-444-4487

For customer service if your agent is
unavailable or to report a claim.

Your coverage began on March 8, 2006 at 12:01 a.m. This policy expires on March 8, 2007 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (03/05). The contract is modified by forms 2228 (07/05), 1891 (09/04), 1652FL (10/04), 1890 (06/04), 2852FL (10/04), 4757FL (10/04), 4852FL (10/04), 4881FL (10/04), 1198 (01/04) and 4792A (01/03).

The named insured organization type is a corporation.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$3,236
Bodily Injury and Property Damage Liability	\$500,000 combined single limit		
Uninsured Motorist Non-Stacked	\$250,000 each person/\$500,000 each accident		546
Basic Personal Injury Protection			594
Without Work Comp-Named Insured & Relatives	\$10,000 each person	\$0	
Medical Payments	\$5,000 each person		72
Comprehensive			918
See Schedule Of Covered Autos	Limit of liability less deductible		
Collision			2,848
See Schedule Of Covered Autos	Limit of liability less deductible		
Hired Auto Liability To Others			158
Bodily Injury and Property Damage Liability	\$500,000 combined single limit		
Employer Nonowned Auto Liability To Others			56
Bodily Injury and Property Damage Liability	\$500,000 combined single limit		
Subtotal policy premium			\$8,428
Fees			25
Total 12 month policy premium			\$8,453
Number of Employees (0 - 10)			

Rated driver

1. ERIC HANSON

Auto coverage schedule

1. **2004 BMW 645csi** Stated Amount: \$80,000
 VIN: WBAEK73494B320867 Garaging Zip Code: 33480 Radius: 50

Liability Premium	Liability	UM/UIM BI	PIP	Med Pay	
	\$1,769	\$273	\$297	\$36	
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
	\$1,000	\$508	\$1,000	\$1,459	\$4,342

2. **2005 BMW 760i** Stated Amount: \$80,000
 VIN: WBAGL83525DC47113 Garaging Zip Code: 33480 Radius: 50

Liability Premium	Liability	UM/UIM BI	PIP	Med Pay	
	\$1,467	\$273	\$297	\$36	
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
	\$1,000	\$410	\$1,000	\$1,389	\$3,872

Premium discounts

Policy	
04607326-5	Renewal
Vehicle	
2004 BMW 645csi	Anti Theft Device 2 Passive, ABS and Air Bag
2005 BMW 760i	Anti Theft Device 2 Passive, ABS and Air Bag

Lienholder information

1.	Lienholder	Auto 1	FIN SVCS VEHICLE TR PO BOX 390902 MINNEAPOLIS, MN 55439 2004 BMW 645csi (WBAEK73494B320867)
2.	Lienholder	Auto 2	FIN SVCS VEHICLE TR PO BOX 390902 MINNEAPOLIS, MN 55439 2005 BMW 760i (WBAGL83525DC47113)

Additional Interest information

1.	Additional Interest	FIN SVCS VEHICLE TR PO BOX 390902 MINNEAPOLIS, MN 55439
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Agent signature

Anthony Johnson

PGU1404P 007380 D05 C 002 001 000000000000 424100006715

SPL 0010311

SPL0009297

RENEWAL OF NUMBER

ITEM 1. INSURED AND ADDRESS

U.S. STRATEGIES CORPORATION
319 CLEMATIS STREET #603
WEST PALM BEACH, FL 33401

SPECIALTY PROFESSIONAL LIABILITY POLICY

FOR MISCELLANEOUS BUSINESS CLASSES
THIS IS A CLAIMS MADE POLICY
DECLARATIONS

STOCK COMPANY



TUDOR
INSURANCE COMPANY

KEENE, NEW HAMPSHIRE 03431

Mark Schwartz
Corporate Insurance Advisors
100 NE 3rd Ave.
Suite 610
Ft. Lauderdale, FL 33301

ITEM 2. POLICY PERIOD

12:01 AM, standard time of the address
stated in year herein

FROM: 10/29/05

TO: 10/29/06

ITEM 3. PROFESSION

BUSINESS DEVELOPMENT AND GOVERNMENTAL CONSULTING

ITEM 4. LIMIT OF LIABILITY (inclusive of deductibles, co-insurance, and expenses)

\$ 1,000,000

ITEM 5. DEDUCTIBLE (Applicable to Each Claim)

\$ 2,500 + Policy fee 35.00 + 5% State tax 326.75 +
.25% FLSO fee 16.34 = \$6,878.09 Total

ITEM 6. PREMIUM

\$ 6,500.00

\$ 0 PREMIUM FOR COMPLIANCE WITH TERRORISM RISK INSURANCE ACT OF 2002

Minimum Earned
Premium Applies

ITEM 7. RETROACTIVE DATE

10/29/99

Flat Cancellation
Not Permitted

ITEM 8. POLICY FORM AND ENDORSEMENTS ATTACHED AT INCEPTION

SPL(Ed.10/02), TU5, TU 3, TU EOP 10A, TU 22B, TU80

This insurance is issued pursuant to the Florida surplus lines law. Persons insured by surplus lines carriers do not have the protection of the Florida insurance guaranty act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

The declaration page and endorsements and/or forms listed above and attached hereto together with the completed and signed application shall constitute the contract between the Insured and the Company. Furthermore, coverage provided hereunder is specifically limited to the Insured's profession, as shown in Item 3.

Countersigned:
05801 - HULL & COMPANY, INC

Hull & Company, Inc.
P.O. Box 21567
Ft. Lauderdale, FL 33335

Richard F. Hill
Surplus Lines Agent #A126683



BUSINESSOWNERS POLICY DECLARATIONS

Issued By: NATIONWIDE MUTUAL INSURANCE COMPANY

Policy Number: **RENEWAL**
53 BO 206-341-3001

Named Insured
Mailing Address

US STRATEGIES INC
319 CLEMATIS ST STE 603
WEST PALM BEACH FL 33401

Form of Business:

- ☐ Partnership/Joint Venture ☐ Sole Proprietorship
☐ Limited Liability Company ☒ Corporation
☐ Other:

Policy Period: From JUNE 21, 2006 to JUNE 21, 2007 at 12:01 A.M. * Standard Time
at your mailing address. *Exceptions: 12:00 Noon in New Hampshire

Described Premises:

Prem. No.	Bldg. No.	Location Address	Description of Business
001	01	1055 NORTH FAIRFAX ST STE 201 ALEXANDRIA VA 22314	BUSINESS ORGANIZATIONS

Mortgage Holder Name and Address:

Prem. No.	Bldg. No.	Mortgage Holder	Mortgage Holder
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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE TO PROVIDE YOU WITH THE INSURANCE AS STATED IN THIS POLICY.

PROPERTY COVERAGES

☐ Standard Form ☒ Special Form

LIMITS OF INSURANCE

Limits of Insurance for

Buildings

Replacement Cost (RC) / Actual Cash Value (ACV)

Automatic Increase

Business Personal Property

Premises No.	Building No.
--------------	--------------

001	01
-----	----

\$

☐ RC ☐ ACV

%

\$ 75,000

Deductible \$ 500

This Policy Includes Business Income and Extra Expense Coverage.

Optional Coverage/Exterior Building Glass Deductible \$ 500



BUSINESSOWNERS POLICY DECLARATIONS

OPTIONAL PROPERTY COVERAGES — Applicable only if an "X" is shown in the boxes below: <input type="checkbox"/> Outdoor Signs <input type="checkbox"/> Tenant's Exterior Building Glass <input type="checkbox"/> Interior Glass Basement/ground floor level All floors <input type="checkbox"/> Burglary and Robbery (Standard Form only) or <input checked="" type="checkbox"/> Money and Securities (Special Form only) <input checked="" type="checkbox"/> Employee Dishonesty <input type="checkbox"/> <input type="checkbox"/> Earthquake <input type="checkbox"/> <input type="checkbox"/>	LIMITS OF INSURANCE \$ Per Occurrence Square Feet Included \$ Inside the Premises \$ Outside the Premises \$ 10,000 Inside the Premises \$ 10,000 Outside the Premises \$ 10,000 Per Occurrence % Deductible \$ \$ \$				
COVERAGE EXTENSIONS — Optional Higher Limits <input type="checkbox"/> Accounts Receivable <input type="checkbox"/> Valuable Papers and Records	LIMITS OF INSURANCE <table><tr><td>Premises No.</td><td>Building No.</td></tr><tr><td>001</td><td>01</td></tr></table> \$ \$	Premises No.	Building No.	001	01
Premises No.	Building No.				
001	01				
ADDITIONAL COVERAGES — Optional Higher Limits <input type="checkbox"/> Forgery and Alteration	\$				
LIABILITY AND MEDICAL EXPENSE COVERAGES Except for Fire Legal Liability, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Paragraph D.4. of the Businessowners Liability Coverage Form. Liability and Medical Expense Personal and Advertising Injury Medical Expenses Fire Legal Liability General Aggregate Limit (other than Products-Completed Operations and Fire Legal Liability) Products-Completed Operations Aggregate Limit	LIMITS OF INSURANCE \$ 1,000,000 Any One Occurrence Included in Above — Any One Person or Organization \$ 5,000 Any One Person \$ 50,000 Any One Fire or Explosion \$ 2,000,000 \$ 1,000,000				



BUSINESSOWNERS POLICY DECLARATIONS

OPTIONAL LIABILITY COVERAGES — Applicable only if an "X" is shown in the boxes below:	LIMITS OF INSURANCE
<input type="checkbox"/>	\$
<input type="checkbox"/>	\$
<input type="checkbox"/>	\$

FORMS APPLICABLE TO ALL PREMISES AND BUILDINGS:

BP 00 06-0197	BP 00 09-0197	IL 00 03-0689
CAS 6283-0403	BP 10 05-0498	CAS 4971-0100
BP 04 17-0196	CAS 6234-1102	CAS 6216-1102
CAS 6217-1102	IL 09 85-0103	CAS 6361-0504
CAS 6364-0504	CAS 6033-0106	CAS 6162-1001
CAS 6303-1103	CAS 3228	CAS 3391-0802
IL 00 22-0587	CAS 3907 A-0794	CAS 4213-0106
BP 04 04-0196	CAS 4422-0700	

PREMIUM	
Total Annual Premium	\$ 567.00
Includes the following miscellaneous charges	
	\$
	\$
	\$
	\$
	\$
	\$

POLICIES SUBJECT TO PREMIUM AUDIT	
Advance Premium	\$
Audit Periods <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	

In the event you cancel the policy, we will retain not less than \$ 350 premium.

Date of Issue:	05-05-06	Issuing Office:	P.O. BOX 10669 LYNCHBURG, VA 24506
Countersignature Date:	05-05-06	Agency At:	FAIRFAX VA 22032
		Agent:	HARDY INSURANCE AGCY INC

0005081-45

5 / 13



BUSINESSOWNERS POLICY SUPPLEMENTAL DECLARATIONS

Policy Number: RENEWAL
53 BO 206-341-3001

FORMS APPLICABLE ONLY TO SPECIFIC PREMISES/COVERAGES:

Premises No.	Bldg. No.	Form Number	* Coverage
001	01	CAS 3924-0897	
001	01	CAS 6036-1100	

* If information required to complete the coverage section is not shown, refer to the form indicated at left.

POLICY NUMBER: 53 BO 206-341-3001 BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**COMPUTER EQUIPMENT AND ELECTRONIC MEDIA
AND RECORDS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM
BUSINESSOWNERS COVERAGE ENHANCEMENTS

SCHEDULE

COVERED PROPERTY	Prem. No.	Bldg. No.	Additional Premium	Limit of Insurance
(a) Computer Equipment	001	01	\$ 10	\$ 20,000
(b) Electronic Media and Records	001	01	\$ INCLUDED	\$ 5,000

The Businessowners Special Property Coverage Form and the Businessowners Coverage Enhancements endorsement are modified by the following changes:

A. Coverage

Under 6. Coverage Extensions, paragraph b. is replaced by the following:

- b. You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or temporarily at a premises you do not own, lease or operate subject to the following limitations:

- (1) We will pay for loss or damage under this Extension for Business Personal Property, other than "computer equipment" and electronic media and records. The most we will pay for loss or damage is \$10,000, but not more than \$5,000 if loss or damage is caused by theft.
- (2) We will pay for any combination of loss or damage under this Extension for "computer equipment" and electronic media and records. We will also pay for loss or damage to back-up or duplicate electronic media and records that are stored at a separate location which is at least 100 feet from the premises described in the Declarations as applying to

electronic media and records. The most we will pay is the lesser of the limit(s) shown in the Schedule or \$25,000.

Electronic media and records are:

- (a) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (b) Data stored on such media; or
- (c) Programming records used for electronic data processing or electronically controlled equipment.

B. Exclusions

1. The following exclusions do not apply to "computer equipment" and electronic media and records subject to the limits stated in the Schedule:
B.1.e. Power Failure, B.2.c. Smoke, B.2.i. Collapse, B.2.k. (3), (4) and (5) Other Types Of Loss exclusions and B.3.b. Acts Or Decisions.
2. Exclusion B.2.k. (7) is replaced by the following:
 - (a) Dampness or dryness of atmosphere, or changes in or extremes of temperature, unless such conditions result from physical damage caused by a covered cause of loss to an air conditioning unit or system,

including equipment and parts, which is part of, or used with, the electronic data processing equipment.

(b) Marring or scratching

But if an excluded cause of loss that is listed in B.2.k.(1) through B.2.k.(7) results in a "specified cause of loss", an "accident" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss", "accident" or building glass breakage.

3. For electronic media and records subject to the limit in the Schedule, paragraph a. under 6. Equipment Breakdown Exclusions is replaced by the following:

- a. We will not pay under this coverage for loss or damage caused by or resulting from any defect, loss of data or other situation within electronic media and records, as defined in A.6.b.(2) above, unless caused by a virus. But if loss or damage from an "accident" results, we will pay for that resulting damage;

POLICY NUMBER: 53 BO 206-341-3001

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS POLICY

SCHEDULE

Coverage	Additional Premium
Hired Auto Liability	\$ 26
Non-Owned Auto Liability	\$ 52

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. HIRED AUTO LIABILITY

The Insurance provided under the Businessowners Liability Coverage Form, Paragraph A.1, Business Liability, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. NON-OWNED AUTO LIABILITY

The insurance provided under the Businessowners Liability Coverage Form, Paragraph A.1, Business Liability, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person other than you.

B. For insurance provided by this endorsement only:

1. The exclusions, under the Businessowners Liability Coverage Form, Paragraph B.1. Applicable to Business Liability Coverages, other than exclusions a., b., d., f. and i. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. "Bodily Injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
- (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or

sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity, and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (i) Liability assumed by the insured under an "insured contract"; or
- (ii) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured,

2. WHO IS AN INSURED in the Businessowners Liability Coverage Form, Paragraph C., is replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

a. You;

- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto," any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

None of the following is an Insured:

- (1) Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- (2) Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
- (3) Any person while employed in or otherwise engaged in duties in connection

with an "auto business," other than an "auto business" you operate;

- (4) The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;

- (5) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. The following additional definitions apply:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."
- 2. "Hired Auto" means any "auto" you lease, hire or borrow. This does not include any "auto" you lease, hire or borrow from any of your "employees" or members of their households, or from any partner or "executive officer" of yours.
- 3. "Non-Owned Auto" means any "auto" you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

BUSINESSOWNERS

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

SUMMARY AND TABLE OF CONTENTS

This Summary is intended to be used as a guide and does not provide insurance coverage. Actual policy coverages and conditions can be found in the policy in sections A. through H.

	Limit	Page
A. Coverages		3
1. Covered Property		3
2. Property Not Covered		4
3. Covered Causes of Loss		4
4. Limitations		4
5. Additional Coverages		5
a. Debris Removal	25% of Loss plus \$25,000	5
b. Preservation of Property	45 days	5
c. Fire Department Service Charge	\$2,500	5
d. Collapse	Included	6
e. Water Damage, Other liquids, Powder or Molten Material Damage	Included	6
f. Business Income	Actual Loss Sustained	6
Extended Business Income	60 days	7
g. Extra Expense	Covered for 12 months	8
h. Pollutant Clean Up and Removal	\$25,000	8
i. Civil Authority	Covered for 3 weeks	8
j. Money Orders and Counterfeit Paper Currency	\$1,000	9
k. Forgery and Alteration	\$2,500	9
l. Increased Cost of Construction	\$10,000	9
m. Exterior Building Glass	Included	10
n. Equipment Breakdown	Included	10
Expediting Expenses	\$50,000	11
Hazardous Substances	\$50,000	11
Spillage	\$50,000	11
Computer Equipment	\$50,000	11
Data Restoration	\$50,000	11
CFC Refrigerants	\$50,000	11
Service Interruption	Included	11
o. Appurtenant Structures	10%/\$50,000	12
p. Back Up of Sewer or Drain Water Damage	\$5,000 / \$25,000	12
q. Dependent Properties - Business Income	Included	12
6. Coverage Extensions		
a. Newly Acquired or Constructed Property		
Building	\$500,000	13
Business Personal Property	\$250,000	13
Personal Property off Premises	\$15,000	13
c. Outdoor Property		
Outdoor Trees, Shrubs, Plants, Fences and Antennas	\$10,000	14
Outdoor Signs	\$2,500	14

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

SUMMARY AND TABLE OF CONTENTS

This Summary is intended to be used as a guide and does not provide insurance coverage. Actual policy coverages and conditions can be found in the policy in sections A. through H.

	Limit	Page
6. Coverage Extensions (Continued)		
d. Personal Effects	\$500 / person up to \$10,000	14
e. Valuable Papers and Records		
At the described premises	\$10,000	14
Not at the described premises	\$2,500	14
f. Accounts Receivable		
At the described premises	\$10,000	15
Not at the described premises	\$2,500	15
g. Business Income and Extra Expense - Increased Period of Restoration due to Ordinance or Law	Included	15
h. Newly Acquired Locations -- Business Income	Actual Loss Sustained up to \$100,000	15
B. Exclusions		16
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4. Employee Dishonesty		27
H. Property Definitions		28

BUSINESSOWNERS POLICY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESSOWNERS COVERAGE ENHANCEMENTS

This endorsement modifies Insurance provided under the following:
BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

SUMMARY

Coverage	Limit
Arson Reward	10% or \$10,000
Fire Extinguisher Recharge	Included
Salesperson's Samples	\$2,000
Removal Permit	30 days
"Money" and "Securities"	\$10,000 Inside \$10,000 Outside

- A. The following are added to Paragraph A.5. Additional Coverages:

1. Arson Reward for Conviction

a. In the event that a covered fire loss was the result of an act of arson, we will pay a reward to anyone, other than paid investigators, who gives legal authorities information that leads to the conviction of anyone who committed such arson.

b. We will pay up to 10 percent of the amount of the Insured fire loss or \$10,000, whichever is less. This payment is the most we will pay in any one occurrence, regardless of the number of persons providing information or convicted of arson.

c. The limit for this Additional Coverage is in addition to the Limits of Insurance.

d. No deductible applies to this Arson Reward for Conviction Additional Coverage.

2. Fire Extinguisher Recharge

a. We will pay the expense you incur to recharge portable fire extinguishers when used to combat a covered fire.

b. This Additional Coverage is not subject to the Limits of Insurance.

c. No deductible applies to this Additional Coverage.

B. Under Paragraph A.6. the following Coverage Extensions are added:

1. Salespersons Samples

a. You may extend the insurance that applies
- to Business Personal Property to apply to salespersons samples while away from the described premises.

b. The most we will pay under this Coverage Extension for loss or damage in any one occurrence is \$2,000.

2. Removal Permit

If Covered Personal Property is removed to a new premises that is described in the Declarations, you may extend this insurance to include that Covered Personal Property at each premises during the removal. Coverage at each premises will apply in the proportion that the value at each premises bears to the value of all Covered Personal Property being removed. This permit applies up to 30 days after the date Covered Personal Property is first removed at the previous premises; after that, this Coverage Extension does not apply at the previous premises.
- C. The following replaces Paragraph G.3. Money and Securities Optional Coverage:

Money And Securities

a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit by direct route between any of these places, resulting directly from:

(1) Theft, meaning any act of stealing;

(2) Disappearance; or

- (3) Destruction.
- b. In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:
 - (1) Resulting from accounting or arithmetical errors or omissions;
 - (2) Due to the giving or surrendering of property in any exchange or purchase;
 - (3) Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device; or
 - (4) From an unattended motor vehicle.
- c. The most we will pay for loss in any one occurrence is:
 - (1) Inside the Premises, \$10,000 for "money" and "securities" while:
 - (a) In or on the described premises; or
 - (b) Within a bank or savings institution; unless a higher Limit of Insurance for "money" and "securities" inside the premises is shown in the Declarations; and
 - (2) Outside the Premises (Limited loss from an unattended motor vehicle is excluded), \$10,000 for "money" and "securities" while anywhere else, unless a higher Limit of Insurance for "money" and "securities" outside the premises is shown in the Declarations.
- d. All loss:
 - (1) Caused by one or more persons; or
 - (2) Involving a single act or series of related acts;is considered one occurrence.
- e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
Tony Masilotti, Chairman
Addie. L. Greene, Vice Chairperson
Karen T. Marcus
Jeff Koons
Warren H. Newell
Mary McCarty
Burt Aaronson



COUNTY ADMINISTRATOR
Robert Weisman
DEPARTMENT OF AIRPORTS

**INTER-OFFICE COMMUNICATION
PALM BEACH COUNTY**

To: Cathy Stewart
Administrative Secretary

From: C. Michael Simmons
Director of Finance and Administration

Date: September 28, 2006

Re: Budget Availability Statement
US Strategies

Please be advised that the Department of Airports has programmed sufficient budget to pay \$33,502.40 in account number 4100-120-1110-3101 for US Strategies, federal lobbyist.

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
(561) 471-7412 FAX: (561) 471-7427
www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

BUDGET AVAILABILITY STATEMENT

Request Date: 10-03-06 **Requested By:** Marc Mostoller **Phone:** 841-4216

Project Title: Federal Lobbyist **Project No:** N/A

Original Contract Amount: \$ 33,502.40 **BCC Resolution #:** **Date:**

Contractor/Consultant Name: US Strategies

Provide a brief statement of the scope of services to be provided by the Contractor/Consultant:
Provide federal lobbying effort on behalf of Palm Tran, Inc

Budget Account Number:

FUND:	AGENCY:	ORG.:	OBJECT:	SUB-OBJECT:	RCAT:
1340	540	5160	3101		

Anticipated Date of Approval:

BAS APPROVED BY: John Murphy **DATE:** 10/13/06
FINANCIAL MANAGER

**INTEROFFICE COMMUNICATION
PALM BEACH COUNTY**

**BUDGET AVAILABILITY STATEMENT
CONSTRUCTION WORK AUTHORIZATION**

DATE: September 28, 2006

TO: Cathy Stweart

FROM: Guy Eggertsson, Fiscal Manager
Water Utilities Department

Guy Eggertsson

RE: Lobby Services - US Strategies - WUD Share

FISCAL IMPACT ANALYSIS:

Summary of Fiscal Impact:

Capital Expenditures	
Operating Costs	\$33,502.40
Revenues	

Is item included in current budget? Yes ☒ No ☐

Budget Account Number:

Fund	Agency	Organization	Object	Allocation
4001	720	1110	3101	100%

Recommended Sources of Funds/Summary of Fiscal Impact:

One-time expenditure to be funded by user fees.