Agenda Item #:

3A7

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

AGENDA ITEM
CONTAINS MORE THAN 50 PAGES
IT MAY BE VIEWED IN
COUNTY ADMINISTRATION

Meeting Date: October 16, 2007	[x]	Consent Ordinance	[]	Regular Public Hearing	
Department: Submitted By: Administration Submitted For: Legislative Affairs	, .				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendments to eight (8) consulting/professional service contracts for state lobbying on behalf of Palm Beach County to extend the term for one year to October 31, 2008 as follows:

- A. Second Amendment to the contract with Akerman Senterfitt (R2005-2299) in the amount of \$40,000;
- B. Second Amendment to the contract with Pittman Law Group (R2005-2301) in the amount of \$40,000;
- C. Second Amendment to the contract with Ericks Consultants (R2005-2302) in the amount of \$40,000;
- D. Second Amendment to the contract with Corcoran and Associates (R2005-2303) in the amount of \$40,000;
- E. Second Amendment to the contract with The Moya Group (R2005-2304) in the amount of \$40,000;
- F. Second Amendment to the contract with GMA (R2005-2298) in the amount of \$50,000;
- G. Second Amendment to the contract with Henry Dean and Associates, Inc. (R2005-2297) in the amount of \$55,000;
- H. First Amendment to the contract with Foley and Lardner, LLP in the amount of \$40,000.

Summary: The original term of the contracts with the above eight (8) firms for state lobbying was for November 1, 2005 thru October 31, 2006. The amendments extend the term another year from November 1, 2007 thru October 31, 2008. The FY/2006 amendments also included a provision for business-automobile liability insurance and an article relating to regulations and licensing requirements. All other provisions including the original contract amounts have not been amended. <u>Countywide</u> (DW)

Background and Justification: At the September 27, 2005 meeting, the Board approved contracting with eight (8) firms for state lobbying services during the 2005-06 year. The eighth firm of Capitol Resources merged with Foley and Lardner, LLP in 2006. The amendments to the state lobbyist contracts extend the term from November 1, 2007 thru October 31, 2008, and provide a new authorized not to exceed contract amount.

Attachments:

- A. 2nd amendment to the contract with Akerman Senterfitt
- B. 2nd amendment to the contract with Pittman Law Group
- C. 2nd amendment to the contract with Ericks Consultants
- D. 2nd amendment to the contract with Corcoran and Associates
- E. 2nd amendment to the contract with The Moya Group
- F. 2nd amendment to the contract with GMA
- G. 2nd amendment to the contract with Henry Dean and Associates, Inc.
- H. 1st amendment to the contract with Foley and Lardner, LLP I. Budget Availability Statements (5)

Recommended b	oy:		
	Department Director	Date	
Approved by:	Bul Melina	10/4/07	
	Assistant County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A Five Veer Summ	om, of Figori In				
A. Five Year Summ	ary of Fiscal in 2007	1pact:	2009	2010	20
Capital Expenditures Operating Costs					
External Revenues					·
Program Income (Cou In-Kind Match (County					
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No. ADDITIONAL F POSITIONS (Cumul	- —	w.c. = 1			
Is Item Included In C Budget Account No Object	.: Fund va	rious Depa	rtment	Unit	
B. Recomme	nded Sources	of Funds/Sum	mary of Fisca	ıl Impact:	
Library Planning & Zoo Airports Legislative Affa Water Utilities Fire Rescue	ning 1400-600 4100-120 airs 0001-645 4001-720	-3200-3401 -6107-3101 -1110-3101 -6450-3101 -1110-3101 -4215-3101	\$15 \$35 \$150 \$85	5,000.00 5,000.00 5,000.00 5,000.00 5,000.00	
C. Departmental	Fiscal Review	:	•		•
	III. <u>Ri</u>	EVIEW COMME	ENTS		
A. OFMB Fiscal and/or Contract Dev. and Control Comments:					
Department Review: John 10-9-07 John 10-07 John 10-					

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Department Director

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND AKERMAN SENTERFITT (R2005-2299)

THIS SECOND AMENDMENT, dated October 16, 2007 to the Contract of Akerman Senterfitt, (R2005-2299) by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Akerman Senterfitt, located at 1 S.E. 3rd Avenue, 28th Floor, Miami, Florida 33131, a corporation which is authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 59-3117860.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated December 6, 2005, hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide professional/consultation services in the area of state governmental relations; and

WHEREAS, the original term of said CONTRACT was November 1, 2005 to October 31, 2006; and

WHEREAS, the first AMENDMENT to the CONTRACT dated November 1, 2006, extended the CONTRACT term through October 31, 2007; and

WHEREAS, the first AMENDMENT to the CONTRACT modified Article 10, INSURANCE to add a provision for "Business Automobile Liability; and,

WHEREAS, the first AMENDMENT to the CONTRACT added an article entitled "Regulations: Licensing Requirements; and

WHEREAS, the parties desire to amend the CONTRACT by modifying Article 2, "SCHEDULE" to extend the CONTRACT for an additional year; and

WHEREAS, the parties desire to further amend the CONTRACT by modifying 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 a reduction in payments.

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

- 1. Article 2, SCHEDULE, is amended to read as follows:
 The CONSULTANT shall commence services on November 1, 2007 and complete all services by October 31, 2008. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 16, 2007, 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, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Forty Thousand Dollars (\$40,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

All other provisions of said 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 Second Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

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

ATTEST:	PALM BEACH COUNTY
Sharon R. Bock, Clerk & Comptroller	BOARD OF COUNTY COMMISSIONERS:
By:	By:
Deputy Clerk	Addie L. Greene, Chairperson
WITNESS:	CONSULTANT:
	- AKERMAN SEDIEBLING
Signature	Company Name
	Company Name Michael allowy
Name (type or print)	Signature
	Michael Abrams
Signature	Typed Name MIAM Pohap broay - Heall Title
Name (type or print)	Title
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By	(corp.seal)
Assistant County Attorney	(F)
APPROVED AS TO TERMS AND CONDITIONS By	

EXHIBIT "A"

SCOPE OF WORK

During the 2008 Legislative Session and through the remainder of the veto period of the Legislature, Akerman Senterfitt has been asked to work on the following issues as they relate to Palm Beach County.

Michael Abrams of Akerman Senterfitt will be assigned to work on issues and legislation related to Health care appropriations, trauma care funding and Medicaid nursing home costs shifts, and Medicaid reform. As the County develops and approves its final legislative priorities, this scope of work will be amended to include specific legislative assignments.

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During the Summer and Fall of 2008, Akerman Senterfitt is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2009 session.

Dated: October 16, 2007

EXHIBIT "B"

SCHEDULE OF PAYMENTS

Payments shall be made to CONSULTANT on a monthly basis upon submission of an invoice by the CONSULTANT which is properly documented and approved by the COUNTY. Compensation shall be in accordance with the following Schedule of Payments.

MONTH	PAYMENT	TOTAL COST TO DATE
11/2007	3,333.33	3,333.33
12/2007	3,333.33	6,666.66
1/2008	3,333.33	9,999.99
2/2008	3,333.33	13,333.32
3/2008	3,333.33	16,666.65
4/2008	3,333.33	19,999.98
5/2008	3,333.33	23,333.31
6/2008	3,333.33	26,666.64
7/2008	3,333.34	29,999.98
8/2008	3,333.34	33,333.32
9/2008	3,333.34	36,666.66
10/2008	3,333.34	40,000.00

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Sharon R. Bock, Clerk & Comptroller	BOARD OF COUNTY COMMISSIONERS:
Ву:	Ву:
Deputy Clerk	Addie L. Greene, Chairperson
WITNESS:	CONSULTANT:
	AKRAMAN SEDJERAIN
Signature	Company Name
	Michael alleany
Name (type or print)	Signature
	Michael Abrams
Signature	Typed Name MIAMI Pohicy broces - Heal
Name (type or print)	Title
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APPROVED AS TO TERMS AND CONDITIONS	

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At the completion of the legislative business for 2008, Akerman Senterfitt will participate in the legislative wrap-up before the County Commission, at a date to be determined based on the ending of legislative business.

During the Summer and Fall of 2008, Akerman Senterfitt is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2009 session.

Dated: October 16, 2007

EXHIBIT "B"

SCHEDULE OF PAYMENTS

Payments shall be made to CONSULTANT on a monthly basis upon submission of an invoice by the CONSULTANT which is properly documented and approved by the COUNTY. Compensation shall be in accordance with the following Schedule of Payments.

MONTH	PAYMENT	TOTAL COST TO DATE
11/2007	3,333.33	3,333.33
12/2007	3,333.33	6,666.66
1/2008	3,333.33	9,999.99
2/2008	3,333.33	13,333.32
3/2008	3,333.33	16,666.65
4/2008	3,333.33	19,999.98
5/2008	3,333.33	23,333.31
6/2008	3,333.33	26,666.64
7/2008	3,333.34	29,999.98
8/2008	3,333.34	33,333.32
9/2008	3,333.34	36,666.66
10/2008	3,333.34	40,000.00

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND PITTMAN LAW GROUP (R2005-2301)

THIS SECOND AMENDMENT, dated ________to the Contract of Pittman Law Group, (R2005-2301) by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Pittman Law Group, located at 528 East Park Avenue, Tallahassee, Florida 32301, a corporation which is authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 651056760.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated December 6, 2005, hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide professional/consultation services in the area of state governmental relations; and

WHEREAS, the original term of said CONTRACT was November 1, 2005 to October 31, 2006; and

WHEREAS, the first AMENDMENT to the CONTRACT dated November 1, 2006, extended the CONTRACT term through October 31, 2007; and

WHEREAS, the first AMENDMENT to the CONTRACT modified Article 10, INSURANCE to add a provision for "Business Automobile Liability; and,

WHEREAS, the first AMENDMENT to the CONTRACT added an article entitled "Regulations: Licensing Requirements; and

WHEREAS, the parties desire to amend the CONTRACT by modifying Article 2, "SCHEDULE" to extend the CONTRACT for an additional year; and

WHEREAS, the parties desire to further amend the CONTRACT by modifying 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 a reduction in payments.

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

- Article 2, SCHEDULE, is amended to read as follows:
 The CONSULTANT shall commence services on November 1, 2007 and complete all services by October 31, 2008. Reports and other items shall be
 - delivered or completed in accordance with the detailed schedule set forth in
 - Exhibit "A" dated October 16, 2007, 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 Amendment for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Forty Thousand Dollars (\$40,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

All other provisions of said 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 Second Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

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

ATTEST: Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:
By: Deputy Clerk	By:Addie L. Greene, Chairperson
WITNESS:	CONSULTANT:
Signature	PITTMAN LAW GROUP, P.L. Company Name
Name (type or print)	Signature
Signature Name (type or print)	Sean Pittmans Typed Name Persident / ATTORney Title
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
ByAssistant County Attorney	(corp.seal)
APPROVED AS TO TERMS AND CONDITIONS	
By	

ATTEST:

All other provisions of said 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 Second Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

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

PALM REACH COUNTY

Sharon R. Bock, Clerk & Comptroller	BOARD OF COUNTY COMMISSIONERS:
By:	By:Addie L. Greene, Chairperson
WITNESS:	CONSULTANT:
	PITTMAN LAW GROUP, P.L.
Signature	Company Name
Name (type or print)	Signature
Signature	Sean Fitzman Typed Name Persident / ATTORNEY
Name (type or print)	Title Title
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By Hour July Assistant County Attorney	(corp.seal)
APPROVED AS TO TERMS AND CONDITIONS	
By	

EXHIBIT "A"

SCOPE OF WORK

During the 2008 Legislative Session and through the remainder of the veto period of the Legislature, Pittman Law Group has been asked to work on the following issues as they relate to Palm Beach County.

Sean A. Pittman of Pittman Law Group will be assigned to work on issues and legislation related to Lake Region Water Treatment Plant, funding for AIDS testing, urban job tax credit programs, Building code revisions, Juvenile Justice Detention facilities. As the County develops and approves its final legislative priorities, this scope of work will be amended to include specific legislative assignments.

During the course of Session, issues may arise that are in addition to the list of county priorities. Pittman Law Group will be asked on occasion to assist the County in working on these yet to be determined issues.

Sean A. Pittman will provide weekly reports due each Friday during Session, that will be forwarded to the County's Legislative Affairs Director and subsequently distributed to the County Commission. Upon completion of the Session a final report will be required for submission. Additionally, Pittman Law Group will be required to attend weekly scheduled lobbying team meetings and be available on occasion to participate in conference calls with County Commissioners and staff.

At the completion of the legislative business for 2008, Pittman Law Group will participate in the legislative wrap-up before the County Commission, at a date to be determined based on the ending of legislative business.

During the Summer and Fall of 2008, Pittman Law Group is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2009 session.

Dated: October 16, 2007

EXHIBIT "B"

SCHEDULE OF PAYMENTS

Payments shall be made to CONSULTANT on a monthly basis upon submission of an invoice by the CONSULTANT which is properly documented and approved by the COUNTY. Compensation shall be in accordance with the following Schedule of Payments.

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7/2008	3,333.34	29,999.98
8/2008	3,333.34	33,333.32
9/2008	3,333.34	36,666.66
10/2008	3,333.34	40,000.00

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W. PALM BRACE, FL 33401

REPRESENTATIVES AUTHORIZED REPRESENTATIONS

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND ERICKS CONSULTANTS (R2005-2302)

THIS SECOND AMENDMENT, dated _______to the Contract of Ericks Consultants, (R2005-2302) by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Ericks Consultants, located at 205 South Adams Street, Tallahassee, Florida 32301, a corporation which is authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 57-2722222.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated December 6, 2005, hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide professional/consultation services in the area of state governmental relations; and

WHEREAS, the original term of said CONTRACT was November 1, 2005 to October 31, 2006; and

WHEREAS, the first AMENDMENT to the CONTRACT dated November 1, 2006, extended the CONTRACT term through October 31, 2007; and

WHEREAS, the first AMENDMENT to the CONTRACT modified Article 10, INSURANCE to add a provision for "Business Automobile Liability; and,

WHEREAS, the first AMENDMENT to the CONTRACT added an article entitled "Regulations: Licensing Requirements; and

WHEREAS, the parties desire to amend the CONTRACT by modifying Article 2, "SCHEDULE" to extend the CONTRACT for an additional year; and

WHEREAS, the parties desire to further amend the CONTRACT by modifying 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 a reduction in payments.

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

- 1. Article 2, SCHEDULE, is amended to read as follows:

 The CONSULTANT shall commence services on November 1, 2007 and complete all services by October 31, 2008. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 16, 2007, 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 Amendment for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Forty Thousand Dollars (\$40,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

All other provisions of said 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 Second Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

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

ATTEST: Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:		
By: Deputy Clerk	By:Addie L. Greene, Chairperson		
WITNESS:	CONSULTANT:		
Signature Signature	Ericks Consultants, Inc. Company Name		
Vickie L. Goins Name (type or print)	Signature		
Signature	David L. Ericks Typed Name		
Lisa Henning Name (type or print)	<u>President</u> Title		
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By Manual County Attorney	(corp.seal)		

APPROVED AS TO TERMS AND CONDITIONS
Ву

EXHIBIT "A"

SCOPE OF WORK

During the 2008 Legislative Session and through the remainder of the veto period of the Legislature, Ericks Consultants has been asked to work on the following issues as they relate to Palm Beach County.

Dave Ericks of Ericks Consultants will be assigned to work on issues and legislation related to Transportation and Transportation Disadvantaged funding, Growth Management, Department of Motor Vehicles funding for new DMV facilities, Pawn Broker legislation, and appropriations. As the County develops and approves its final legislative priorities, this scope of work will be amended to include specific legislative assignments.

During the course of Session, issues may arise that are in addition to the list of county priorities. Ericks Consultants will be asked on occasion to assist the County in working on these yet to be determined issues.

Dave Ericks will provide weekly reports due each Friday during Session, that will be forwarded to the County's Legislative Affairs Director and subsequently distributed to the County Commission. Upon completion of the Session a final report will be required for submission. Additionally, Ericks Consultants will be required to attend weekly scheduled lobbying team meetings and be available on occasion to participate in conference calls with County Commissioners and staff.

At the completion of the legislative business for 2008, Ericks Consultants will participate in the legislative wrap-up before the County Commission, at a date to be determined based on the ending of legislative business.

During the Summer and Fall of 2008, Ericks Consultants is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2009 session.

Dated: October 16, 2007

EXHIBIT "B"

SCHEDULE OF PAYMENTS

Payments shall be made to CONSULTANT on a monthly basis upon submission of an invoice by the CONSULTANT which is properly documented and approved by the COUNTY. Compensation shall be in accordance with the following Schedule of Payments.

MONTH	PAYMENT	TOTAL COST TO DATE
11/2007	3,333.33	3,333.33
12/2007	3,333.33	6,666.66
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8/2008	3,333.34	33,333.32
9/2008	3,333.34	36,666.66
10/2008	3,333.34	40,000.00

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PALMBEA

REPRESENTATIVES.

Palm Beach County Legislative Coordinator ATTN: Shery Howard 301 N Olive Ave, Ste 1101 West Palm Beach FL 33401

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SHOULD ANY OF THE ABOVE DESCRIBED FOLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

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© ACORD CORPORATION 1988

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND CORCORAN & ASSOCIATES (R2005-2303)

THIS SECOND AMENDMENT, dated October 16, 2007 to the Contract of Corcoran & Associates, (R2005-2303) by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Corcoran and Associates, located at 13945 5th Street, Dade City, Florida 33525, a corporation which is authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 59-3731004.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated December 6, 2005 hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide professional/consultation services in the area of state governmental relations; and

WHEREAS, the original term of said CONTRACT was November 1, 2005 to October 31, 2006; and

WHEREAS, the first AMENDMENT to the CONTRACT dated November 1, 2006, extended the CONTRACT term through October 31, 2007; and

WHEREAS, the first AMENDMENT to the CONTRACT modified Article 10, INSURANCE to add a provision for "Business Automobile Liability; and,

WHEREAS, the first AMENDMENT to the CONTRACT added an article entitled "Regulations: Licensing Requirements; and

WHEREAS, the parties desire to amend the CONTRACT by modifying Article 2, "SCHEDULE" to extend the CONTRACT for an additional year; and

WHEREAS, the parties desire to further amend the CONTRACT by modifying 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 a reduction in payments.

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

- 1. Article 2, SCHEDULE, is amended to read as follows:

 The CONSULTANT shall commence services on November 1, 2007 and complete all services by October 31, 2008. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 16, 2007, 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 Amendment for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Forty Thousand Dollars (\$40,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

p.2

ATTEST:

(352)588-1030

TO: 13525210804

P, 1

All other provisions of said 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 First Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

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

Sharon R. Bock, Clerk & Comptroller	BOARD OF COUNTY COMMISSIONERS:			
Ву:	By:			
Deputy Clerk	Addie L. Greene, Chairperson			
WITNESS:	CONSULTANT:			
MANA SAL				
Signature	Corcoran & Associates, Inc. Company Name			
JEFF Johnston	A 100 (a)			
Name (type or print)	Signature			
Vous ?				
Signature	Jessica Corcoran Typed Name			
Matthew Blair	President			
Name (type or print)	Title			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY				
Assistant County Attorney	(corp.seal)			
·				
APPROVED AS TO TERMS AND CONDITIONS				
D _w				

All other provisions of said 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 First Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

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

ATTEST: Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS			
By: Deputy Clerk	By: Addie L. Greene, Chairperson			
WITNESS:	CONSULTANT:			
Signature	Company Name			
Name (type or print)	Signature			
Signature	Typed Name			
Name (type or print)	Title			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By Atlea County Attorney APPROVED AS TO TERMS	(corp.seal)			
AND CONDITIONS				
By				

EXHIBIT "A"

SCOPE OF WORK

During the 2008 Legislative Session and through the remainder of the veto period of the Legislature, Corcoran & Associates has been asked to work on the following issues as they relate to Palm Beach County.

Mike Corcoran of Corcoran & Associates will be assigned to work on issues and legislation related to unfunded mandates and cost shifts, library funding for local projects and statewide programs, disaster relief issues, beach renourishment and Article V related revenue sources. As the County develops and approves its final legislative priorities, this scope of work will be amended to include specific legislative assignments.

During the course of Session, issues may arise that are in addition to the list of county priorities. Corcoran & Associates will be asked on occasion to assist the County in working on these yet to be determined issues.

Mike Corcoran will provide weekly reports due each Friday during Session, that will be forwarded to the County's Legislative Affairs Director and subsequently distributed to the County Commission. Upon completion of the Session a final report will be required for submission. Additionally, Corcoran & Associates will be required to attend weekly scheduled lobbying team meetings and be available on occasion to participate in conference calls with County Commissioners and staff.

At the completion of the legislative business for 2008, Corcoran & Associates will participate in the legislative wrap-up before the County Commission, at a date to be determined based on the ending of legislative business.

During the Summer and Fall of 2008, Corcoran & Associates is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2009 session.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

Payments shall be made to CONSULTANT on a monthly basis upon submission of an invoice by the CONSULTANT which is properly documented and approved by the COUNTY. Compensation shall be in accordance with the following Schedule of Payments.

MONTH	PAYMENT	TOTAL COST TO DATE
11/2007	3,333.33	3,333.33
12/2007	3,333.33	6,666.66
1/2008	3,333.33	9,999.99
2/2008	3,333.33	13,333.32
3/2008	3,333.33	16,666.65
4/2008	3,333.33	19,999.98
5/2008	3,333.33	23,333.31
6/2008	3,333.33	26,666.64
7/2008	3,333.34	29,999.98
8/2008	3,333.34	33,333.32
9/2008	3,333.34	36,666.66
10/2008	3,333.34	40,000.00

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	DBA: Corcoran & Associa	tes Inc	INSURER B:				
	13945 5th Street		INSURER C:	INSURER C:			
	Dade City, FL 33525		INSURER D:				
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	CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$ 10,00	
١					PERSONAL & ADV INJURY	\$ 1,000,00	
- 1					GENERAL AGGREGATE	\$ 2,000,00	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC		.'		PRODUCTS - COMP/OP AGG	\$ 2,000,00	
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	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
ł	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
	H/****	·			OTHER THAN EA ACC AUTO ONLY: AGG	\$	
1	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
	OCCUR CLAIMS MADE				AGGREGATE	\$	
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ОТ	HER				<u></u>		
3CRIP	TION OF OPERATIONS / LOCATIONS / VEHICL	ES / EXCLUSIONS ADDED BY ENDORSE	MENT / SPECIAL PRO	VISIONS			
ERTIF	FICATE HOLDER		CANCELLAT	ION			
	Palm Beach County County Commissioners 301 N Olive Ave Suite 1101.4	Board of County	SHOULD ANY EXPIRATION D 10 DAYS BUT FAILURE	OF THE ABOVE DESCI ATE THEREOF, THE IS WRITTEN NOTICE TO TO MAIL SUCH NOTICE	RIBED POLICIES BE CANCELLE SSUING INSURER WILL ENDEAV THE CERTIFICATE HOLDER NA E SHALL IMPOSE NO OBLIGATI TS AGENTS OR REPRESENTATI	OR TO MAIL MED TO THE LEFT, ON OR LIABILITY	

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND THE MOYA GROUP (R2005-2304)

THIS SECOND AMENDMENT, dated October 16, 2007 to the Contract of The Moya Group, (R2005-2304) by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY" and The Moya Group, located at 403 East Park Avenue, Tallahassee, Florida 32312, a corporation which is authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 35-2170169.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated December 6, 2005, hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide professional/consultation services in the area of state governmental relations; and

WHEREAS, the original term of said CONTRACT was November 1, 2005 to October 31, 2006; and

WHEREAS, the first AMENDMENT to the CONTRACT dated November 1, 2006, extended the CONTRACT term through October 31, 2007; and

WHEREAS, the first AMENDMENT to the CONTRACT modified Article 10, INSURANCE to add a provision for "Business Automobile Liability; and,

WHEREAS, the first AMENDMENT to the CONTRACT added an article entitled "Regulations: Licensing Requirements; and

WHEREAS, the parties desire to amend the CONTRACT by modifying Article 2, "SCHEDULE" to extend the CONTRACT for an additional year; and

WHEREAS, the parties desire to further amend the CONTRACT by modifying 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 a reduction in payments.

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

- 1. Article 2, SCHEDULE, is amended to read as follows:
 - The CONSULTANT shall commence services on November 1, 2007 and complete all services by October 31, 2008. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 16, 2007, 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 Amendment for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Forty Thousand Dollars (\$40,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

All other provisions of said 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 Second Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

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

ATTEST: Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By:Addie L. Greene, Chairperson
WITNESS: Signature	CONSULTANT: The Moya Group, Inc Company Name
Name (type or print)	Signature
Muhille Juh Signature	Christopher R. Moya Typed Name
MICHELE Frank Name (type or print)	<u>President</u> Title
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By Have County Attorney Assistant County Attorney APPROVED AS TO TERMS AND CONDITIONS	(corp.seal)
By	

EXHIBIT "A"

SCOPE OF WORK

During the 2008 Legislative Session and through the remainder of the veto period of the Legislature, The Moya Group has been asked to work on the following issues as they relate to Palm Beach County.

Christopher Moya of The Moya Group will be assigned to work on issues and legislation related to agriculture economic development, annexation, traffic safety photo enforcement, eminent domain regulation, and fire rescue legislation as it relates to firework regulation preemptions. As the County develops and approves its final legislative priorities, this scope of work will be amended to include specific legislative assignments.

During the course of Session, issues may arise that are in addition to the list of county priorities. The Moya Group will be asked on occasion to assist the County in working on these yet to be determined issues.

Christopher Moya will provide weekly reports due each Friday during Session, that will be forwarded to the County's Legislative Affairs Director and subsequently distributed to the County Commission. Upon completion of the Session a final report will be required for submission. Additionally, The Moya Group will be required to attend weekly scheduled lobbying team meetings and be available on occasion to participate in conference calls with County Commissioners and staff.

At the completion of the legislative business for 2008, The Moya Group will participate in the legislative wrap-up before the County Commission, at a date to be determined based on the ending of legislative business.

During the Summer and Fall of 2008, The Moya Group is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2009 session.

Dated: October 16, 2007

EXHIBIT "B"

SCHEDULE OF PAYMENTS

Payments shall be made to CONSULTANT on a monthly basis upon submission of an invoice by the CONSULTANT which is properly documented and approved by the COUNTY. Compensation shall be in accordance with the following Schedule of Payments.

MONTH	PAYMENT	TOTAL COST TO DATE
11/2007 12/2007 1/2008 2/2008	3,333.33 3,333.33 3,333.33	3,333.33 6,666.66 9,999.99 13,333.32
3/2008	3,333.33	16,666.65
4/2008	3,333.33	19,999.98
5/2008	3,333.33	23,333.31
6/2008	3,333.33	26,666.64
7/2008	3,333.34	29,999.98
8/2008	3,333.34	33,333.32
9/2008	3,333.34	36,666.66
10/2008	3,333.34	40,000.00

Natronwide	FLORIDA NOTICE
SSUED BY: NATIONWIDE MUTUAL FIRE INSURANCE COMPANY	
Named Insured	Policy Number: 77 BO 809-843-3001
Malling Address MOYA GROUP INC 1400 VILLAGE SQUARE BLVD UNIT 3251	
TALLAHASSEE FL 32312	
POLICY PERIOD: From NOVEMBER 1, 2006 to 12:01 A.M. Standard Time at your mailing address	NOVEMBER 1, 2007

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES FOR YOU.

BUSINESSOW	NERS POLICY DECLARATIO)NS
Issued By: NATIONWIDE MUTUAL FIRE INSURANCE COM	'ANY	
	Policy Number: RENEWAL 77 BO 809-843-3001	
Named Insured Mailing Address MOYA GROUP INC 1400 VILLAGE SQUARE BLVD UNIT 3251 TALLAHASSEE FL 32312	Form of Business: Partnership/Joint Venture Sole Propriet Limited Liability Company Corporation Other:	•
at your mailing address, *Exceptions: 12:00 Noo	EMBER 1, 2007 at 12:01 A.M. * Standard Ti	ime
Described Premises: Prem. No. Bldg. No. Location Address	Description of Business	
001 01 403 E PARK AVE TALLAHASSEE FL 32301	MANAGEMENT CONSULTANTS	
Mortgage Holder Name and Address; Prem. No. Bldg. No. Mortgage Holder	Mortgage Holder	
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJE PROVIDE YOU WITH THE INSURANCE AS STATED IN THIS PO	CT TO ALL THE TERMS OF THIS POLICY, WE AGREE TO LICY.	
PROPERTY COVERAGES Standard Form X Spec	cial Form LIMITS OF INSURANCE	
	Premises No. Building P	No.
Limits of Insurance for	001 01	
Buildings Replacement Cost (RC) / Actual Costs Value (4.00)	\$	
Replacement Cost (RC) / Actual Cash Value (ACV) Automatic Increase	RC ACV	<u></u>
Business Personal Property		%
	\$ 25,000	
0.44 - 10	ile and Extra Experise Coverage.	
Optional Coverage/Exterior Building Glass Deductible \$ 500		

Includes Copyrighted Material of Insurance Services Office, Inc., 1996

Page 1 of 3

Cas. 4401-A (4-99)

OPTIONAL PROPERTY CO.			
OPTIONAL PROPERTY COVERAGES — Applicable only if an "X" is shown in the boxes below:			LIMITS OF INSURANCE
U Outdoor Signs		\$	Per Occurrence
Tenant's Exterior Building Glass			Square Feet
Interior Glass Basement/ground floor level All floors		included	
Burglary and Robbery (Standard Form only)		\$ \$	Inside the Premises Outside the Premises
Money and Securities (Special Form only) Employee Dishonesty		\$ 2,000 \$ 2,000	Inside the Premises Outside the Premises
		\$	Per Occurrence
Earthquake			
**TENANT FIRE LEGAL		\$ 100,0	% Deductible
<u>.</u>		\$	
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OVERAGE EXTENSIONS — Optional Higher Limits		ļ	MITS OF INSURANCE
		Premises I	
1		001	No. Building No.
Accounts Receivable		\$	
Valuable Papers and Records		\$	
DDITIONAL COVERAGES — Optional Higher Limits			
Forgery and Alteration		\$	
ABILITY AND MEDICAL EXPENSE COVERAGES pept for Fire Legal Liability, each paid claim for the following verages reduces the amount of insurance we provide during the policable annual period. Please refer to Paragraph D.4. of the slnessowners Liability Coverage Form.		Li	MITS OF INSURANCE
bility and Medical Expense sonal and Advertising Injury	\$ 1,000 included in		ne Occurrence
dical Expenses			ne Person or Organization
Legal Liability	\$ SEE	7 11 1 V	ne Fire or Explosion
eral Aggregate Limit (other than Products-Completed		71117 01	io i iio di Explusion

\$2,000,000

\$1,000,000

Products-Completed Operations Aggregate Limit

OPTIONAL LIABILITY COVERAGES "x" is shown in the boxes below:	Applicable only if an	LIMITS O	F INSURANCE
		\$	
		\$	
		\$	
ORMS APPLICABLE TO ALL PREI	ISES AND BUILDINGS:		
BP 00 09-0197	IL 00 03-049	B CAS 6	283-0403
BP 04 17-0196	CAS 6234-1	02 CAS 6	216-1102
CAS 6217-1102 CAS 6345-0705	IL 09 85-010		356-1004
BP 04 07-0187	CAS 6033-08 CAS 3228		847-0501
CAS 4809-1094	L 01 75-099	_	391-0802 55-0300
CAS 2527 B-0794	BP 03 03-01	·= ·	55-0300 880-0897
CAS 4213-1100	BP 04 04-01		869-1196
	•		
•			
REMIUM Total Annual Premium			
Includes the following misc			\$ 484.90
	SESSMENT SURCHARG	.	
FLORIDA DOR SURCH		<u>E</u>	\$44.47
F.M.A.P. SURCHARGE	Ange	-	
T.M.A.T. GONONANGE		***************************************	\$ 4.00
***************************************		***************************************	\$
·		***************************************	\$
OLICIES SUBJECT TO PREMIUM A	UDIT		
Advance Premium		Quarterly Monthly	\$
the event you cancel the policy, we	will retain not less than \$ 3	premium.	
ite of Issue: 09-13-00		P.O. BOX 147080	
00 10 01	S Issuing Office:	AINESVILLE, FL 32614	
untersignature Date:	Agency At:	ALLAHASSEE FL 32303	
	Δnort:	POVED LI MOVET ID	
	Agent: (ROVER H MCKEE JR	· · · · · · · · · · · · · · · · · · ·
			0000687-09

Includes Copyrighted Material of Insurance Services Office, Inc., 1996

Cas. 4401-A (4-99)

NATIONWIDE INSURANCE - RECEIPT OF PAYMENT

10/10/06 #3338

GROVER H. MCKEE, JR NATIONWIDE INSURANCE CO 1710 THOMASVILLE ROAD TALLAHASSEE, FL 32303 (850)224-6055

POLICYHOLDER - MOYA GROUP INC

	IOIM GROUP INC			
COMM RENEWAL	77BO8098433001	\$ 485.33	1700	
		\$ 485.33	TOTAL	PAIL
ADDITIONAL NOTE:		 		
		 \sim		
	SIGNATURE:	THANK YOU		

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND GMA (R2005-2298)

THIS SECOND AMENDMENT, dated _________to the Contract of GMA, (R2005-2298) by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY" and GMA, located at 201 South Monroe Street, Suite 306, Tallahassee, Florida 32301, a corporation which is authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 59-3509349.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated December 6, 2005 hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide professional/consultation services in the area of state governmental relations; and

WHEREAS, the original term of said CONTRACT was November 1, 2005 to October 31, 2006; and

WHEREAS, the first AMENDMENT to the CONTRACT dated November 1, 2006, extended the CONTRACT term through October 31, 2007; and

WHEREAS, the first AMENDMENT to the CONTRACT modified Article 10, INSURANCE to add a provision for "Business Automobile Liability; and,

WHEREAS, the first AMENDMENT to the CONTRACT added an article entitled "Regulations: Licensing Requirements; and

WHEREAS, the parties desire to amend the CONTRACT by modifying Article 2, "SCHEDULE" to extend the CONTRACT for an additional year; and

WHEREAS, the parties desire to further amend the CONTRACT by modifying 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 a reduction in payments.

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

- 1. Article 2, SCHEDULE, is amended to read as follows:
 The CONSULTANT shall commence services on November 1, 2007 and complete all services by October 31, 2008. Reports and other items shall be delivered or completed in accordance with the detailed scheduled set forth in Exhibit "A" dated October 16, 2007 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 Amendment for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Fifty Thousand Dollars (\$50,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

All other provisions of said 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 Second Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

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

ATTEST: Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:
By:	By:
Deputy Clerk	Addie L. Greene, Chairperson
WITNESS:	CONSULTANT:
	GMA, INC.
Signature	Company Name
	W.AmsA
Name (type or print)	Šignature
	M. GENE Mª GEE
Signature	Typed Name
	PEZSIDENT
Name (type or print)	Title
APPROVED AS TO FORM	
AND LEGAL SUFFICIENCY	
(By Drugger (A) Live	(corp.seal)
Assistant County Attorney	(corp.sear)
V	
APPROVED AS TO TERMS	
AND CONDITIONS	
Ву	

EXHIBIT "A"

SCOPE OF WORK

During the 2008 Legislative Session and through the remainder of the veto period of the Legislature, GMA has been asked to work on the following issues as they relate to Palm Beach County.

Gene McGee of GMA will be assigned to work on issues and legislation related to Impact Fees, Growth Management, property rights legislation, and Appropriations. Additionally, GMA will be responsible for advocating positions related to additional Article V funding. As the County develops and approves its final legislative priorities, this scope of work will be amended to include specific legislative assignments.

During the course of Session, issues may arise that are in addition to the list of county priorities. GMA will be asked on occasion to assist the County in working on these yet to be determined issues.

Gene McGee will provide weekly reports due each Friday during Session, that will be forwarded to the County's Legislative Affairs Director and subsequently distributed to the County Commission. Upon completion of the Session a final report will be required for submission. Additionally, Gene McGee will be required to attend weekly scheduled lobbying team meetings and be available on occasion to participate in conference calls with County Commissioners and staff.

At the completion of the legislative business for 2008, GMA will participate in the legislative wrap-up before the County Commission, at a date to be determined based on the ending of legislative business.

During the Summer and Fall of 2008, GMA is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2009 session.

Dated: October 16, 2007

EXHIBIT "B"

SCHEDULE OF PAYMENTS

Payments shall be made to CONSULTANT on a monthly basis upon submission of an invoice by the CONSULTANT which is properly documented and approved by the COUNTY. Compensation shall be in accordance with the following Schedule of Payments.

MONTH	PAYMENT	TOTAL COST TO DATE
11/2007	4,166.66	4,166.66
12/2007	4,166.66	8,333.32
1/2008	4,166.66	12,499.98
2/2008	4,166.66	16,666.64
3/2008	4,166.67	20,833.31
4/2008	4,166.67	24,999.98
5/2008	4,166.67	29,166.65
6/2008	4,166.67	33,333.32
7/2008	4,166.67	37,499.99
8/2008	4,166.67	41,666.66
9/2008	4,166.67	45,833.33
10/2008	4,166.67	50,000.00

CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance covarage contained in any policy numbered and described below.

CERTIFICATE HOLDER:

PALM BEACH COUNTY 301 N OLIVE AVE STE 1101 4 WEST PALM HEACH, FL 33401 INSURED:

GMA INC 215 S MONROE STREET SUITE 306

TALLAHASSEE, FL 32301-1870

	POLICY NUMBER	POLICY	POPICA	LIMITS OF LIABILITY
TYPE OF INSURANCE	& ISSUING CO.	,	EXP. DATE	(*LIMITS AT INCEPTION)
LIABILITY	77-B0-375483-3001	02-13-07	02-13-08	
[X] Liability and	NATIONWIDE		1	Any One Occurrence \$ 1,000,000
Medical Expense	MUTUAL	1	1	_
Personal and	INSURANCE CO.		1	Included in Above - Any One Person or
Advertising Injury			1	Organization
(X) Medical Expenses		1	1	ANY ONE PERSON \$ 5,00
(X) Fire Legal		1	1	Any One Fire or Explosion \$ 50,00
Liability			ŀ	
			1	General Aggregate* \$ 2,000,000
			1	Prod/Comp Ops Aggregate* . \$ 1,000,00
[] Other Liability		1		1
AUTOMOBILE LIABILITY		i		
[] BUSINESS AUTO		İ	1	Bodily Injury
		1	1	(Each Person) 5
[] Owned:		1	1	(Each Accident) \$
[] Hired]	Property Damage
[] Non-Owned		1	l	(Each Accident) \$
İ		1	1	Combined Single Limit \$
EXCESS LIABILITY		1	1	Each Occurrence \$
		i	i i	Prod/Comp Ops/Disease
[] Umbrella Form		İ	į į	Aggregate*\$
1]	STATUTORY LIMITS
[] Workers'		i	j	BODILY INJURY/ACCIDENT \$
Compensation		i .	į i	Bodily Injury by Disease
and		i	,	EACH EMPLOYEE \$
[] Employers'		i	i	Bodily Injury by Disease
Liability			:	POLICY LIMIT \$

Should any of the above described policies be cancelled before the expiration date, the insurance company will endeavor to mail written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability upon the company, its agents, or representatives.

DESCRIPTION OF OPERATIONS/LOCATIONS VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Effective Date of Certificate: 02-13-2007 Date Certificate Issued: 10-10-2007 Authorized Representative: ANGELA K. HEARL Countersigned at:

P.O. BOX 13619 2814 REMINISTON CIRCLE

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND HENRY DEAN AND ASSOCIATES, LLC (R2005-2297)

THIS SECOND AMENDMENT, dated ________to the Contract of Henry Dean and Associates, LLC, (R2005-2297) by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Henry Dean and Associates, LLC, located at 201 Owens Avenue, St. Augustine, Florida 32080 a corporation which is authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 20-3084641.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated December 6, 2005 hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide professional/consultation services in the area of state governmental relations; and

WHEREAS, the original term of said CONTRACT was November 1, 2005 to October 31, 2006; and

WHEREAS, the first AMENDMENT to the CONTRACT dated November 1, 2006, extended the CONTRACT term through October 31, 2007; and

WHEREAS, the first AMENDMENT to the CONTRACT modified Article 10, INSURANCE to add a provision for "Business Automobile Liability; and,

WHEREAS, the first AMENDMENT to the CONTRACT added an article entitled "Regulations: Licensing Requirements; and

WHEREAS, the parties desire to amend the CONTRACT by modifying Article 2, "SCHEDULE" to extend the CONTRACT for an additional year; and

WHEREAS, the parties desire to further amend the CONTRACT by modifying 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 a reduction in payments.

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

- 1. Article 2, SCHEDULE, is amended to read as follows:
 The CONSULTANT shall commence services on November 1, 2007 and complete all services by October 31, 2008. Reports and other items shall be delivered or completed in accordance with the detailed scheduled set forth in Exhibit "A" dated October 16, 2007 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 Amendment for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Fifty Five Thousand Dollars (\$55,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the

All other provisions of said 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 First Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

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

ATTEST.

ATTEST: Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:
By: Deputy Clerk	By:Addie L. Greene, Chairperson
WITNESS:	CONSULTANT:
Signature	Henry Dean & Associates, LLC Company Name
Name (type or print)	Signature Signature
Signature	Isaac Henry Dean Typed Name
Name (type or print)	Owner Title
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	1 IUC
By Assistant County Attorney	(corp.seal)
APPROVED AS TO TERMS AND CONDITIONS	
By	

EXHIBIT "A"

SCOPE OF WORK

During the 2008 Legislative Session and through the remainder of the veto period of the Legislature, Henry Dean and Associates, LLC has been asked to work on the following issues as they relate to Palm Beach County.

Henry Dean of Henry Dean and Associates, LLC will be assigned to work on issues and legislation related to Agriculture and Environmental appropriations, including funding for the Lake Region Water Treatment Plan, Lake Worth Lagoon, Chain of Lakes and C-51 Sediment Removal project. Also the CONSULTANT will be asked to advocate on behalf of the County issues related to Water Reservations, TMDL's, and Water Conservation. The CONSULTANT will work with the Palm Beach County Water Utilities Department (PBCWUD) to develop a short-term and a long term strategy for maximizing alternative water supply grant funding (SB 444 money). This task will focus on how to best integrate WUD's Integrated Water Resource Plan (IRP) into the South Florida Water Management District's (SFWMD) Lower East Coast Water Supply Plan. The Consultant will advise the department on legislative strategies for implementation of its regionalization plan. The CONSULTANT will also work on behalf of Palm Beach County Water Utilities to advocate department issues before state and local government agencies and departments. As the County develops and approves its final legislative priorities, this scope of work will be amended to include additional specific legislative assignments.

During the course of Session, issues may arise that are in addition to the list of county priorities. Henry Dean and Associates, LLC will be asked on occasion to assist the County in working on these yet to be determined issues.

Henry Dean will provide weekly reports due each Friday during Session, that will be forwarded to the County's Legislative Affairs Director and subsequently distributed to the County Commission. Upon completion of the Session a final report will be required for submission. Additionally, Henry Dean and Associates will be required to attend weekly scheduled lobbying team meetings and be available on occasion to participate in conference calls with County Commissioners and staff.

At the completion of the legislative business for 2008, Henry Dean and Associates, LLC will participate in the legislative wrap-up before the County Commission, at a date to be determined based on the ending of legislative business.

During the Summer and Fall of 2008, Henry Dean and Associates, LLC is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2009 session.

Dated: October 16, 2007

EXHIBIT "B"

SCHEDULE OF PAYMENTS

Payments shall be made to CONSULTANT on a monthly basis upon submission of an invoice by the CONSULTANT which is properly documented and approved by the COUNTY. Compensation shall be in accordance with the following Schedule of Payments.

MONTH	PAYMENT	TOTAL COST TO DATE
11/2007	4,583.33	4,583.33
12/2007	4,583.33	9,166.66
1/2008	4,583.33	13,749.99
2/2008	4,583.33	18,333.32
3/2008	4,583.33	22,916.65
4/2008	4,583.33	27,499.98
5/2008	4,583.33	32,083.31
6/2008	4,583.33	36,666.64
7/2008	4,583.34	41,249.98
8/2008	4,583.34	45,833.32
9/2008	4,583.34	50,416.66
10/2008	4,583.34	55,000.00

H-19-6465-F349 F N 3

HENRY DEAN & ASSOC LLC 201 OWENS AVE ST AUGUSTINE FL 32080 32080-7374

la ffeatellla afadella eila afaith leathar la la ffean fhail f

Location: 201 OWENS AVE

ST AUGUSTINE FL

32080-7374

PALM BEACH CTY Add Ins:

Forms, Options, and Endorsements

Special Form 3	LL_0133
Amendatory Endorsement	FE-6210.3
Tree Debris Removal	FE-6451
Business Policy Endorsement	FE-6464
Glass Deductible Deletion	FE-6538.1
Fungus (Including Mold) Excl	FE-6566
Subcontractor Pd Exclusion	FE-6598
Amendatory Collapse	FE-6839
Policy Endorsement - Business	FE-6610
Section II Additional Insured	FE-6609
Inc Cost and Demolition Cov	FE-6587
Testing/Consulting E&Q Excl	FE-6510

POLICY NUMBER - 98 TG-5H 16-8 **Business Policy** DEC 01 2006 to DEC 01 2007

SEEPALANCE DUE NOTICE DATÉ DUE

DEC 01 2006

\$351.04

Coverages and Limits

Section I

Excluded A Buildings 1,100 Actual Loss **B** Business Personal Property C Loss of Income

Deductibles - Section I

1,000 Basic

Other deductibles may apply - refer to policy

Section II

\$1,000,000 5,000 2,000,000 2,000,000 **Business Liability Medical Payments** Gen Aggregate (Other than PCO) **Products-Completed Operations**

(PCO Aggregate)

\$147.00 Estimated Prem (Sec I) \$105.00 Estimated Prem (Sec II) 73.00 Forms, Opts, & Endrsmnt 4.00 FL EMPA Fund Surcharge .33 FL Trust Fund Surchg

Citizens **Amount Due**

21.71 \$351.04

Cov. A - Inflation Index:

N/A

Cov. B - Consumer Price: 203.5

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

CD_6153

Audit period: Annual

Continued on next page

Policy number 98-TG-3616-8 replaces 98-R5-0111-5.

Thanks for letting us serve you. 201B

Agent PERRY D UNWALLA INS AGCY INC **Telephone** (904) 461-5400

If you have moved, please contact your agent. See reverse side for important information.

Prepared AUG 24 2006



7401 Cypress Gardens Blvd. Winter Haven, FL 33888-0007

V-19-6465-F349 F N 3

HENRY DEAN & ASSOC LLC 201 OWENS AVE ST AUGUSTINE FL 32080-7374

Location: 201 OWENS AVE

ST AUGUSTINE FL

32080-7374

Add Ins: PALM BEACH CTY

Forms, Options, and Endorsements
Special Form 3
Amendatory Endorsement

Tree Debris Removal
Business Policy Endorsement
Glass Deductible Deletion
Fungus (Including Mold) Excl
Subcontractor Pd Exclusion
Amendatory Collapse
Policy Endorsement - Business
Section II Additional Insured

Testing/Consulting E&O Excl Continued on next page

Inc Cost and Demolition Cov

FL EMPA Fund Surcharge

POLICY NUMBER 98-TH-1736-2

Business Policy DEC 01 2007 to DEC 01 2008

DATE DUE SEE BALANCE DUE NOTICE

DEC 01 2007

\$349.64

12.13

\$349.64

Coverages and Limits

Section I

A Buildings Excluded
B Business Personal Property 1,200
C Loss of Income Actual Loss

Deductibles - Section I

Basic 1,000
Other deductibles may apply - refer to policy

Section II

L Business Liability \$1,000,000

M Medical Payments 5,000
Gen Aggregate (Other than PCO)
Products-Completed Operations 2,000,000

(PCO Aggregate)

**Adl Surchg(See Below)

Amount Due

Estimated Prem (Sec I) \$147.00
Estimated Prem (Sec II) \$105.00
Forms, Opts, & Endrsmnt 73.00
FL Guaranty Fund 4.09
Citizen 05 Reg Asmt 4.52
FL Guaranty Fund EM 3.90

Cov. A - Inflation Index:

N/A 208.4

Cov. B - Consumer Price:
3.25 FL Trust Fund Surchg .33
4.00 2005 Citizens EM Asmt 4.55

policy language is included. Please call your agent it

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

FP-6153 FE-6210.3

> -6451 -6464

FE-6538.1 FE-6566 FE-6598

FE-6839 FE-6610

FE-6609 FE-6587

FE-6510

Audit period: Annual

** FHCF Assessment

Policy number 98-TH-1736-2 replaces 98-TG-3616-8.

Thanks for letting us serve you...

1791
1,58,89,G2,G5
Tele

Agent PERRY D UNWALLA INS AGCY INC Telephone (904) 461-5400 If you have moved, please contact your agent. See reverse side for important information.

REB

Prepared AUG 22 2007



STATE FARM INSURANCE CUMPANIES

State Farm Mutual Automobile Insurance Company

7401 Cypress Gardens Boulevard Winter Haven FL 33888

3048 114P -6465 A

DEAN, HENRY & JACQUELYN DBA HENDY DEAN & ASSO, LLC 201 OWENS AVE ST AUGUSTINE FL 32080-7374

Your premium is based on the following . . . If not correct, contact your agent. 2007 CHRYSLER 300 VIN 2C3KA73W77H610521

6H3030H000

Drivers of vehicle in your household...

Principal driver is age 50 - 74 and there are no unmarried drivers under 25 assigned to this car.

As of MAY 26 2007 our records show the principal driver of this vehicle will be age 70.

Ordinary use of vehicle...

Business.

Driven over 12,000 miles annually.

POLICY NUMBER 301 2631-E26-59B

MAY 26 2007 to NOV 26 2007

DATE

MAY

DUE	PLEASE PAY TH	IIS AMOUNT
26 200	26 2007 \$48	
Cove	erages and Limits	Premiums
P10 C: D G U3	Liability Bodily Injury 250,000/500,000 Property Damage 100,000 No Fault Medical Payments 5,000 500 Deductible Comprehensive 500 Deductible Collision Uninsured Motor Vehicle Bodily Injury 250,000/500,000	160.19 51.60 16.86 37.59 149.38
s	Death Indemnity	2.40
P M	remium Amount lus FHCF Assessment linus Dividend .mount Due	496.05 4.96 11.60 \$489.41
	premium has already been adjusted e following:	
M A	nium Reductions lultiple Line ntilock Brakes lulticar	73.16 17.01 71.41

/3.16
17.01
71.41
3.78
14.37
57.04

Congratulations! State Farm Mutual's Board of Directors has authorized a dividend. Your share of the dividend has been credited to your bill in the amount shown above. Please see the related article in the enclosed "News & Notes" newsletter.

Your policy has increased 1% due to the Florida Hurricane Catastrophe Fund Assessment.

Your Multiple Line Discount has increased. For additional information, please contact your agent.

CONVENIENT PAYMENT OPTION: You may use one of State Farm's alternate payment plans which divides your present premium into two separate payments.

You may pay one half of the amount due, \$244.70, plus a handling charge of \$2.00. The amount due on MAY 26 2007 will be \$246.70.

The remaining half will be due on JUL 25 2007. We'll send you a reminder notice.

Your premium may be influenced by the drivers listed below and other individuals permitted to operate your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that own or regularly operate any vehicle in your household.

HENRY DEAN, JACQUELYN DEAN.

If the above information is incomplete or inaccurate, or if you want to confirm the information we have in our records please contact your agent.

Based on your driving record, you have our Accident-Free Discount for preferred customers.

Thanks for letting us serve you...

67 7567 2060

See reverse side for important information. Please keep this part for your record.

Prepared APR 05 2007

Agent PERRY D UNWALLA INS AGCY INC Telephone . (904)461-5400



Created by The Florida Bar for its members.

Lawyers Professional Liability Policy This is a Claims Made and Reported Policy. Please read it carefully.

Declarations

Policy Number: 20060021

Item 1. Named Insured:

Henry Dean & Associates, LLC

Mailing Address:

201 Owens Avenue

St. Augustine, Florida 32080

Item 2. Policy Period: From 01/01/2007 to 01/01/2008

at 12:01 A.M.

Standard Time at Your Address Shown Above

Item 3. Limit of Liability:

\$1,000,000

Per Claim

\$1,000,000

Total Limit

Item 4. Deductible:

\$2,500

Annual Aggregate

Item 5. Premium:

\$2337

Item 6. Forms and Endorsements Attached at Policy Issuance: FLPL-101 (R.08/01/2006)

FLPL-200R (R.03/01/2005)

FLPL-103 (R.08/01/2006)

The Policy is not valid until signed by Our authorized representative.

December 01, 2006

Date Issued

FLPL-100 (R.08/01/2006)

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND FOLEY & LARDNER, LLP (R2006-2141)

This FIRST AMENDMEN	NT dated	day of	, 2007, by and	between
Palm Beach County, a Political Su	bdivision of th	e State of Florida,	, by and through its	Board of
Commissioners, hereinafter refer	red to as the	COUNTY, and	Foley & Lardner,	LLP a
corporation authorized to do busi	ness in the S	tate of Florida, h	ereinafter referred t	o as the
CONSULTANT, whose Federal I.I	D. is 39-04738	00.		

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated October 16, 2006, hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide professional/consultation services in the area of state governmental relations; and

WHEREAS, the original term of said CONTRACT was November 1, 2006 to October 31, 2007; and

WHEREAS, the parties desire to amend the CONTRACT by modifying Article 2, "SCHEDULE" to extend the CONTRACT for an additional year; and

WHEREAS, the parties desire to further amend the CONTRACT by modifying 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 a reduction in payments.

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

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

The CONSULTANT shall commence services on November 1, 2007 and complete all services by October 31, 2008. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 16, 2007, 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 Amendment for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Forty Thousand Dollars (\$40,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

All other provisions of said 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 First Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

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

ATTEST: Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
By:	By:Addie L. Greene, Chairperson
WITNESS:	CONSULTANT:
Signature	Foley + Landrer, LLP Company Name
Sharon Rudd Name (type or print)	M/writi
Marning Kaze Signature	Michael P. Harrell Typed Name
Marnie L. George Name (type or print)	Public Affairs Director Title
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By Live County Attorney Assistant County Attorney APPROVED AS TO TERMS AND CONDITIONS	(corp.seal)
By	

EXHIBIT "A"

SCOPE OF WORK

During the 2008 Legislative Session and through the remainder of the veto period of the Legislature, Foley & Lardner, LLP has been asked to work on the following issues as they relate to Palm Beach County.

Mike Harrell of Foley & Lardner, LLP will be assigned to work on issues and legislation related to Impact Fees, Agriculture Enclaves, trauma care, airport related legislation, natural disaster funding relief and related legislation, and Annexation. In addition, Foley & Lardner, LLP will be designated as one of the COUNTY's executive branch lobbyists. As the County develops and approves its final legislative priorities, this scope of work will be amended to include specific legislative assignments.

During the course of Session, issues may arise that are in addition to the list of county priorities. Foley & Lardner, LLP will be asked on occasion to assist the County in working on these yet to be determined issues.

Mike Harrell will provide weekly reports due each Friday during Session that will be forwarded to the County's Legislative Affairs Director and subsequently distributed to the County Commission. Upon completion of the Session a final report will be required for submission. Additionally, Foley & Lardner, LLP will be required to attend weekly scheduled lobbying team meetings and be available on occasion to participate in conference calls with County Commissioners and staff.

At the completion of the legislative business for 2008, Foley & Lardner, LLP will participate in the legislative wrap-up before the County Commission, at a date to be determined based on the ending of legislative business.

During the Summer and Fall of 2008, Foley & Lardner, LLP is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2009 session.

Dated: October 16, 2007

EXHIBIT "B"

SCHEDULE OF PAYMENTS

Payments shall be made to CONSULTANT on a monthly basis upon submission of an invoice by the CONSULTANT which is properly documented and approved by the COUNTY. Compensation shall be in accordance with the following Schedule of Payments.

MONTH	PAYMENT	TOTAL COST TO DATE
11/2007 12/2007 1/2008 2/2008 3/2008 4/2008 5/2008 6/2008 7/2008 8/2008 9/2008	3,333.33 3,333.33 3,333.33 3,333.33 3,333.33 3,333.33 3,333.34 3,333.34 3,333.34	3,333.33 6,666.66 9,999.99 13,333.32 16,666.65 19,999.98 23,333.31 26,666.64 29,999.98 33,333.32
10/2008	3,333.34	36,666.66 40,000.00

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND FOLEY & LARDNER, LLP (R2006-2141)

This **FIRST AMENDMENT** dated _______ day of _______, 2007, 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 Foley & Lardner, LLP a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 39-0473800.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated October 16, 2006, hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide professional/consultation services in the area of state governmental relations; and

WHEREAS, the original term of said CONTRACT was November 1, 2006 to October 31, 2007; and

WHEREAS, the parties desire to amend the CONTRACT by modifying Article 2, "SCHEDULE" to extend the CONTRACT for an additional year; and

WHEREAS, the parties desire to further amend the CONTRACT by modifying 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 a reduction in payments.

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

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

The CONSULTANT shall commence services on November 1, 2007 and complete all services by October 31, 2008. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 16, 2007, 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 Amendment for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Forty Thousand Dollars (\$40,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

All other provisions of said 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 First Amendment shall not take effect unless and until executed by the CONSULTANT and the COUNTY.

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

ATTEST: Sharon R. Bock, Clerk & Comptroller	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS		
By:	By:Addie L. Greene, Chairperson		
WITNESS:	CONSULTANT:		
Signature	Foley + Landner, LLP Company Name		
Sharon Rudd Name (type or print)	M/mrp-v- Signature		
Marie Volenge Signature	Michael P. Harrell Typed Name		
Mainie L. George Name (type or print)	Public Affairs Director Title		
APPROVED AS TO FORM AND LEGAL SUFFICIENCY			
By Assistant County Attorney	(corp.seal)		
APPROVED AS TO TERMS AND CONDITIONS			
By			

EXHIBIT "A"

SCOPE OF WORK

During the 2008 Legislative Session and through the remainder of the veto period of the Legislature, Foley & Lardner, LLP has been asked to work on the following issues as they relate to Palm Beach County.

Mike Harrell of Foley & Lardner, LLP will be assigned to work on issues and legislation related to Impact Fees, Agriculture Enclaves, trauma care, airport related legislation, natural disaster funding relief and related legislation, and Annexation. In addition, Foley & Lardner, LLP will be designated as one of the COUNTY's executive branch lobbyists. As the County develops and approves its final legislative priorities, this scope of work will be amended to include specific legislative assignments.

During the course of Session, issues may arise that are in addition to the list of county priorities. Foley & Lardner, LLP will be asked on occasion to assist the County in working on these yet to be determined issues.

Mike Harrell will provide weekly reports due each Friday during Session that will be forwarded to the County's Legislative Affairs Director and subsequently distributed to the County Commission. Upon completion of the Session a final report will be required for submission. Additionally, Foley & Lardner, LLP will be required to attend weekly scheduled lobbying team meetings and be available on occasion to participate in conference calls with County Commissioners and staff.

At the completion of the legislative business for 2008, Foley & Lardner, LLP will participate in the legislative wrap-up before the County Commission, at a date to be determined based on the ending of legislative business.

During the Summer and Fall of 2008, Foley & Lardner, LLP is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2009 session.

Dated: October 16, 2007

EXHIBIT "B"

SCHEDULE OF PAYMENTS

Payments shall be made to CONSULTANT on a monthly basis upon submission of an invoice by the CONSULTANT which is properly documented and approved by the COUNTY. Compensation shall be in accordance with the following Schedule of Payments.

MONTH	PAYMENT	TOTAL COST TO DATE
11/2007	3,333.33	3,333.33
12/2007	3,333.33	6,666.66
1/2008	3,333.33	9,999.99
2/2008	3,333.33	13,333.32
3/2008	3,333.33	16,666.65
4/2008	3,333.33	19,999.98
5/2008	3,333.33	23,333.31
6/2008	3,333.33	26,666.64
7/2008	3,333.34	29,999.98
8/2008	3,333.34	33,333.32
9/2008	3,333.34	36,666.66
10/2008	3,333.34	40,000.00



December 11, 2006

Foley & Lardner LLP 777 East Wisconsin Avenue Suite 3800 Milwaukee, WI 53202-5306

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Foley & Lardner has Professional Liability Coverage under Policy ALA#1017 with an annual limit of \$75,000,000 per claim and \$150,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$3,000,000 each claim up to an aggregate of \$6,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2007 to January 1, 2008.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC., A RISK RETENTION GROUP

By: Vany Montroy Date: 14/1/04
Nancy J. Montroy

Vice President - Director of Underwriting

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Foley & Lardner LLP.		<u>B</u>			
Attn: Carol Wichmann 777 East Wisconsin Aven	ue	COMPANY			
Suite 3800		<u> </u>	<u> </u>		
Milwaukee WI 53202-5367	USA	COMPANY			
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A GENERAL LIABILITY	630-80128856-TIL-07	08/01/07	08/01/08	GENERAL AGGREGATE	\$10,000,000
X COMMERCIAL GENERAL LIABILITY	General Liability			PRODUCTS - COMP/OP AGG	\$2,000,000
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OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$1,000,000
OWNER'S & CONTRACTOR'S FROT				FIRE DAMAGE(Any one fire)	\$1,000,000
 	İ			MED EXP (Any one person)	\$10,000
A AUTOMOBILE LIABILITY	810-0394C695-TIL-07	08/01/07	08/01/08		
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HIRED AUTOS				BODILY INJURY	
NON-OWNED AUTOS	·			(Per accident)	
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Palm Beach County c/o Sherry Howard Legislative Coordinator 301 N. Olive Avenue, Suite 1101.4 West Palm Beach FL 33401 USA

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TOTAL P.02

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE

EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 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 COMPANY ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

S/GORE-CORPORATIONS: BEE

REQUEST DATE: 10/5/07

REQUESTED BY: Sherry Howard

PHONE: 355-3452

FAX: 355-398.7

PROJECT TITLE:

Annual State Lobbyist Contracts

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT;

BCC RESOLUTION#:

REQUESTED AMOUNT:

\$25,000

DATE:

CONSULTANT/CONTRACTOR:

Akerman Senterfitt
Pittman Law Group
Ericks Consultants
Corcoran & Associates
The Moya Group
GMA
Henry Dean & Associates

Foley & Lardner

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Annual State Lobbyist Contracts

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by Legislative Affairs. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 1180

DEPT:

320

UNIT: 3200

OBJ: 3401

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM

OTHER

BAS APPROVED BY FAMILIA DATE: 10/9/2007

Daigh - 9-07 pages 1
Morrison D. Goldrel
CO. CIBRARY
Phone 333 - 2781
Fax # 233 -2644

REQUEST DATE: 10/5/07

REQUESTED BY: Sherry Howard

PHONE: 355-3452

FAX:

PROJECT TITLE:

Annual State Lobbyist Contracts

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT:

\$85,000

DATE:

CONSULTANT/CONTRACTOR:

Akerman Senterfitt Pittman Law Group Ericks Consultants Corcoran & Associates The Moya Group **GMA** Henry Dean & Associates Foley & Lardner

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Annual State Lobbyist Contracts

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BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 4001

DEPT:

UNIT: 1110

OBJ: 3101

FUNDING SOURCE (CHECK ALL THAT APPLY):

720

☐ AD VALOREM

□ OTHER

BAS APPROVED BY: So Eguto DATE: 10/5/67

REQUEST DATE: 10/5/07

REQUESTED BY: Sherry Howard

PHONE: 355-3452

FAX:

PROJECT TITLE:

Annual State Lobbyist Contracts

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT:

\$35,000

DATE:

CONSULTANT/CONTRACTOR:

Akerman Senterfitt Pittman Law Group **Ericks Consultants** Corcoran & Associates The Moya Group **GMA** Henry Dean & Associates Foley & Lardner

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Annual State Lobbyist Contracts

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BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 1300

DEPT:

440

UNIT: 4215

OBJ: 3101

FUNDING SOURCE (CHECK ALL THAT APPLY):

L'AD VALOREM

□ OTHER

DATE: 10/5/07

REQUEST DATE: 10/5/07

REQUESTED BY: Sherry Howard

PHONE: 355-3452

FAX:

PROJECT TITLE:

Annual State Lobbyist Contracts

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT:

\$35,000

DATE:

CONSULTANT/CONTRACTOR:

Akerman Senterfitt Pittman Law Group Ericks Consultants Corcoran & Associates The Moya Group **GMA** Henry Dean & Associates Foley & Lardner

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BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 4100

DEPT:

UNIT: 1110 ·

OBJ: 3101

FUNDING SOURCE (CHECK ALL THAT APPLY):

□ AD VALOREM OTHER

BAS APPROVED BY: C. Will Suin

DATE: 10/5/07

REQUEST DATE: 10/5/07

REQUESTED BY: Sherry Howard

PHONE: 355-3452

PROJECT TITLE: Annual State Lobbyist Contracts

FAX: PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT:

DATE:

\$15,000 CONSULTANT/CONTRACTOR:

> Akerman Senterfitt Pittman Law Group **Ericks Consultants** Corcoran & Associates The Moya Group **GMA** Henry Dean & Associates Foley & Lardner

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BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 1400

DEPT:

600 **UNIT: 6107** **OBJ:** 3401

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM

□ OTHER

BAS APPROVED BY: for Dayston Date: 10-9-07