

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

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

AGENDA ITEM SUMMARY

Meeting Date: October 16, 2007 [x] Consent [] Regular [] Ordinance [] 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. Countywide (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 by: _____

Department Director Date

Approved by: [Signature] 10/4/07 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	20__
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	316,249.95	28,750.05	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes No _____
 Budget Account No.: Fund various Department _____ Unit _____
 Object _____ Reporting Category _____

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

Library	1180-320-3200-3401	\$25,000.00
Planning & Zoning	1400-600-6107-3101	\$15,000.00
Airports	4100-120-1110-3101	\$35,000.00
Legislative Affairs	0001-645-6450-3101	\$150,000.00
Water Utilities	4001-720-1110-3101	\$85,000.00
Fire Rescue	1300-440-4215-3101	\$35,000.00

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

[Signature] 10-9-07
 OFMB
 10/9/2007 TM
 10/9
 10.9.07 CN 10/4/7

[Signature] 10/12/07
 Contract Dev. and Control
 10/14/07 At the time of our review, these amendments were missing signatures and witness signatures, which Administration is obtaining.

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 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:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

Signature

Name (type or print)

Signature

Name (type or print)

CONSULTANT:

Company Name

Signature
Michael Abrams

Typed Name

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, 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.

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

Michael Abrams 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, Akerman Senterfitt 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, 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

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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.

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ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

Signature

Name (type or print)

Signature

Name (type or print)

CONSULTANT:

Company Name

Signature

Michael Abrams
Typed Name

MIAMI POLYGRAPH - HECO
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By _____
Assistant County Attorney

(corp.seal)

APPROVED AS TO TERMS
AND CONDITIONS
By _____

MARSH		CERTIFICATE NUMBER ATL-001204488-01				
PRODUCER MARSH USA INC. 815 CRESCENT EXECUTIVE COURT SUITE 300 LAKE MARY, FL 32746		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.				
832682-06/07-w/EPL-06/07 INSURED Akerman, Senterfit, & Eldson P.A. 265 S. Orange Avenue Suite 1300 Orlando, FL 32801		COMPANIES AFFORDING COVERAGE				
		COMPANY A HARTFORD FIRE INSURANCE COMPANY				
		COMPANY B N/A				
		COMPANY C EXECUTIVE RISK INDEMNITY INC				
		COMPANY D				
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	20 UUN ZQ8185	11/01/06	11/01/07	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 300,000
		MED EXP (Any one person)	\$ 10,000			
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NONOWNED AUTOS	20 UUN ZQ8185	11/01/06	11/01/07	COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
					AUTO ONLY - EA ACCIDENT	\$
		OTHER THAN AUTO ONLY:				
		EACH ACCIDENT	\$			
		AGGREGATE	\$			
		EACH OCCURRENCE	\$			
		AGGREGATE	\$			
			\$			
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL					
	<input type="checkbox"/> OTHER Employment Practices Liability	587472	08/08/06	08/08/07	VIC STATL TOXIC LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$ Limit of Liability Each Claim 3,000,000 Limit of Liability - Aggregate 3,000,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Palm Beach County is listed as an additional insured as required by written contract.						
Palm Beach County c/o Purchasing Department 50 South Military Trail Suite 110 West Palm Beach, FL 33415			SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE. MARSH USA INC. BY: Tracey P. Johnson			
VALID AS OF: 11/07/08						