

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

=====

Meeting Date: November 6, 2007	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department:

Submitted By: Administration
Submitted For: Legislative Affairs

=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 5 to contract with U.S. Strategies Corp. (R2002-1806) for Federal Lobbying on behalf of Palm Beach County for the period of November 1, 2007-October 31, 2008, in the amount of \$129,009.

Summary: On October 22, 2002, the Board approved a one-year Consulting/Professional Services Contract with U.S. Strategies Corp. for the period of November 1, 2002 – October 31, 2003 in the amount of \$110,250. The previous amendments (4) provided for an additional one-year period and increased the annual contract by 5%. Amendment No. 5 extends the contract for another one-year period (November 1, 2007-October 31, 2008) for a total annual contract amount of \$129,009, which is a \$5,000 reduction from the current annual contract. Countywide (DSW)

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

Attachments:

1. Amendment No. 5 to contract with U.S. Strategies Corp with attachments, Exhibit "A" Scope of Work and Exhibit "B" Payment Schedule
 2. Budget Availability Statements
- =====

Recommended by:		<u>10/25/07</u>
	Department Director	Date
Approved By:		<u>11/1/07</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	\$118,251	\$10,751	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	\$118,258	\$10,751	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included In Current Budget?	Yes <u>X</u> No _____				
Budget Account No.:	Fund <u>var.</u>	Agency <u>var.</u>	Org. <u>var.</u>	Object <u>var.</u>	
Reporting Category	*see below				

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

* Airports	4100-120-1110-3101	\$33,502.35
Palm Tran	1340-540-5160-3101	\$33,502.35
Legislative Affairs	0001-645-6450-3101	\$28,501.95
Water Utilities	4001-720-1110-3101	\$33,502.35
		<u>\$129,009.00</u>

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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


10/31/07
 OFMB
10/31/07


10/31/07
 Contract Dev. and Control
10/31/07

This amendment complies with our review requirements.

B. Legal Sufficiency:


11/1/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

**FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND
U.S. STRATEGIES CORP., DATED NOVEMBER 1, 2007.**

THIS FIFTH AMENDMENT, dated November 1, 2007, to the Contract of October 22, 2002 (R2002-1806), by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY," and U.S. Strategies Corp., a corporation which is authorized to do business in the State of Florida, and which has an office located at 1055 N. Fairfax Street, Suite 201, Alexandria, Virginia 22314, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 52-1597736.

WITNESSETH:

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

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

WHEREAS, the Fourth Amendment to the Contract, dated November 1, 2006, extended the Contract term through October 31, 2007, and included a not to exceed amount of One Hundred Thirty-Four Thousand and Nine Dollars, and Forty Cents, (\$134,009.40); and

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

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

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

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

1. The CONSULTANT shall commence services on November 1, 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" which is attached hereto and made a part hereof.

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

A. The total amount to be paid by the COUNTY under this CONTRACT for all services and materials including, if applicable, all "out of pocket" costs and expenses incurred by CONSULTANT in the performance of its contractual obligations hereunder, during the period November 1, 2007 through October 31, 2008, shall not exceed a total contract amount of One Hundred Twenty-nine Thousand, and nine Dollars (\$129,009). The CONSULTANT shall notify the COUNTY'S representative, in writing, when 90% of the "not to exceed" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B", attached hereto and made a part hereof, for services rendered pursuant to Exhibit "A". Where incremental billing for partially completed items is permitted, the total billings shall not exceed the percentage of completion as of the billing date.

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

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

ATTEST:
SHARON R. BOCK
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

CONSULTANT:

Signature

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

Name (type or print)

By: _____
Signature

Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Title Typed

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

By: _____
Todd Bonlarron, Director
Legislative Affairs

Exhibit "A"
SCOPE OF WORK

Federal Government Relations

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

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

Exhibit "B"

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

Month 1 (November 2007)
\$10,750.75

Month 2 (December 2007)
\$10,750.75

Month 3 (January 2008)
\$10,750.75

Month 4 (February 2008)
\$10,750.75

Month 5 (March 2008)
\$10,750.75

Month 6 (April 2008)
\$10,750.75

Month 7 (May 2008)
\$10,750.75

Month 8 (June 2008)
\$10,750.75

Month 9 (July 2008)
\$10,750.75

Month 10 (August 2008)
\$10,750.75

Month 11 (September 2008)
\$10,750.75

Month 12 (October 2008)
\$10,750.75

Legislative Affairs
BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 10/23/07 REQUESTED BY: Sherry Howard

PHONE: 355-3452

FAX: 355-3982

PROJECT TITLE: Federal Lobbyist Contracts

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$33,502.35

DATE:

CONSULTANT/CONTRACTOR:

U.S. Strategies Corp.

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

Annual Federal Lobbyist Contract

*** 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: 4001 DEPT: 720 UNIT: 1110 OBJ: 3101

FUNDING SOURCE (CHECK ALL THAT APPLY): ☐ AD VALOREM ☐ OTHER

BAS APPROVED BY: Debra M West DATE: 10/24/2007