

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 18, 2008 [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 September 30, 2009 as follows:

- A. Third Amendment to the contract with Akerman Senterfitt (R2005-2299) in the amount of \$35,000;
B. Third Amendment to the contract with Pittman Law Group (R2005-2301) in the amount of \$35,000;
C. Third Amendment to the contract with Ericks Consultants (R2005-2302) in the amount of \$35,000;
D. Third Amendment to the contract with Corcoran and Associates (R2005-2303) in the amount of \$35,000;
E. Third Amendment to the contract with The Moya Group (R2005-2304) in the amount of \$35,000;
F. Third Amendment to the contract with GMA (R2005-2298) in the amount of \$38,500;
G. Third Amendment to the contract with Henry Dean and Associates, Inc. (R2005-2297) in the amount of \$55,000;
H. Second Amendment to the contract with Foley and Lardner, LLP in the amount of \$35,000.

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 with additional amendments extending the term through October 31, 2008. The eighth firm, of Capitol Resources merged with Foley and Lardner, LLP in 2006. The FY/2009 amendments include a provision for nondiscrimination. This year, we are recommending a reduction in state lobbying contracts of \$41,500 or approximately 12.5% from the 2007-08 fiscal year. This reduction reflects the desire to keep our state legislative team together for the 2009 session while adjusting total contract amounts for most of the individual firms. 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 amendments to the state lobbyist contracts extend the term from November 1, 2008 thru September 30, 2009, and provide a new authorization not to exceed the contract amount.

Attachments:

- A. 3rd amendment to the contract with Akerman Senterfitt
B. 3rd amendment to the contract with Pittman Law Group
C. 3rd amendment to the contract with Ericks Consultants
D. 3rd amendment to the contract with Corcoran and Associates
E. 3rd amendment to the contract with The Moya Group
F. 3rd amendment to the contract with GMA
G. 3rd amendment to the contract with Henry Dean and Associates, Inc.
H. 2nd amendment to the contract with Foley and Lardner, LLP

I. Budget Availability Statements

Recommended by: [Signature] 11/3/08
Department Director Date
Approved by: [Signature] 11/17/08
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	_____	_____	<u>303,500</u>	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	<u>303,500</u>	_____	_____
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:

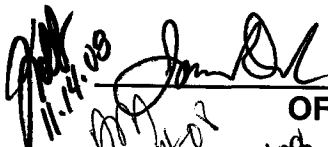
Library	1180-320-3200-3401	\$25,000.00
Airports	4100-120-1110-3101	\$35,000.00
Legislative Affairs	0001-645-6450-3101	\$101,000.00
Water Utilities	4001-720-1110-3101	\$102,500.00
Fire Rescue	1300-440-4215-3101	<u>\$40,000.00</u>
		<u>303,500.00</u>

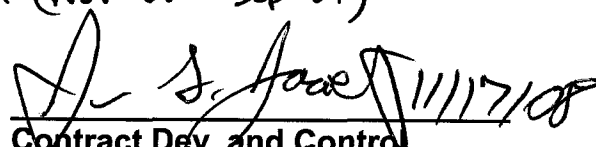
C. Departmental Fiscal Review:

III. REVIEW COMMENTS

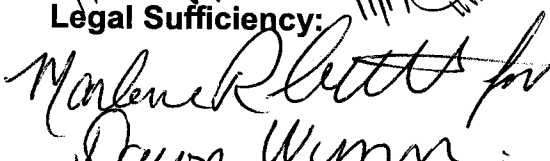
A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Costs are for Eleven month period (Nov '08 - Sep '09)

 11-14-08
 OFMB
 11-14-08
 11/14/08
 11/14/08
 CN 11/13/08
 11/14/08

 11/17/08
 Contract Dev. and Control
 11/17/08

B. Legal Sufficiency:


 Dawn Wynn
 Assistant County Attorney

These amendments comply with our review requirements. Legislative Affairs will update insurances and obtain appropriate signatures.

Legislative Affairs will obtain appropriate signatures.

C. Other Department Review:

 Department Director

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

THIS THIRD AMENDMENT, dated 11/06/08 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 parties have by AMENDMENTS 1 and 2 extended the CONTRACT through October 31, 2008; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2009; 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, 2008 and complete all services by September 30, 2009. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 21, 2008, 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 Thirty Five Thousand Dollars (\$35,000). 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.

3. ARTICLE 21 - NONDISCRIMINATION - The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

4. ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS: The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 Third 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 Third 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: _____
Chair

WITNESS:
Ann Condon
Signature

CONSULTANT:
AKERMAN Bentzfeldt
Company Name

ANN CONDON

Michael Brown

Name (type or print)

Signature

Maria Garcia

Michael H Abrams

Signature

Typed Name

Maria Garcia

Director, Miami Policy Group

Name (type or print)

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Marlene Peltro
By Stanley

(corp.seal)

Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By Bill J. Blum

Witness
OK

PRODUCER		INSURED			CERTIFICATE NUMBER	
MARSH USA INC. 816 CRESCENT EXECUTIVE COURT SUITE 300 LAKE MARY, FL 32748		AKERMAN, SENTERFITZ & ELDON P.A. 255 S. ORANGE AVENUE SUITE 1300 ORLANDO, FL 32801			ATL-001105894-11	
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.						
COMPANIES AFFORDING COVERAGE						
COMPANY A Hartford Fire Insurance Co						
COMPANY B Hartford Casualty Ins Co						
COMPANY C						
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	GENERAL LIABILITY	20 UUN ZQ8185	11/01/08	11/01/09	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPROP ACC	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTORS' PROY				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 300,000
					MED EXP (Any one person)	\$ 10,000
					COMBINED SINGLE LIMIT	\$ 1,000,000
A	AUTOMOBILE LIABILITY	20 UUN ZQ8185	11/01/08	11/01/09	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> HIRED PHYSICAL DAMAGE					
<input checked="" type="checkbox"/> COMP/COLL DED \$1,000						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
B	EXCESS LIABILITY	20 XHU ZQ7785	11/01/08	11/01/09	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				SIR	\$ 10,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE:				<input type="checkbox"/> INCL <input type="checkbox"/> EXCL	
					EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
A	OTHER	20 UUN ZQ8185	11/01/08	11/01/09	EL DISEASE-EACH EMPLOYEE	\$
	Property				Business Personal Property	75,758,560
					Business Income	18,125,003
Description of Operations/Locations/Vehicles/Special Items Inland Marine-Fine Arts 388,000						
As required by written contract the certificate holder is listed as additional insured						
CERTIFICATE HOLDER Palm Beach County 301 N. Olive Avenue Suite 1101 West Palm Beach, FL 33401			CANCELLATION 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.			
			AUTHORIZED REPRESENTATIVE of Marsh USA Inc. BY: Tracey P. Johnson <i>Tracey P. Johnson</i>			
VALID AS OF 11/12/08						

EXHIBIT "A"

SCOPE OF WORK

During the 2009 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 2009, 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 2009, Akerman Senterfitt is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2010 session.

Dated: October 21, 2008

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
11/2008	3,500.00	3,500.00
12/2008	3,500.00	7,000.00
1/2009	3,500.00	10,500.00
2/2009	3,500.00	14,000.00
3/2009	3,500.00	17,500.00
4/2009	3,500.00	21,000.00
5/2009	3,500.00	24,500.00
6/2009	3,500.00	28,000.00
7/2009	3,500.00	31,500.00
8/2009	3,500.00	35,000.00

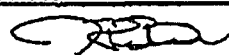
POLICY INFORMATION		DATE (MM/DD/YY)
PRODUCER MARSH USA INC. 615 CRESCENT EXECUTIVE COURT SUITE 300 LAKE MARY, FL 32748	COMPANIES AFFORDING COVERAGE	
	COMPANY E	
832682-08/09-AI-08/09	COMPANY F	
INSURED Akerman, Senterfit, & Eidson P.A. 255 S. Orange Avenue Suite 1300 Orlando, FL 32801	COMPANY G	
	COMPANY H	
Property Deductibles: All Other Perils: \$50,000 Wind: 5% for all locations in Orlando, FL; Tampa, FL; Tavares, FL; Jacksonville, FL; and Tallahassee, FL 10% for all locations in Miami, FL; Fort Lauderdale, FL; and West Palm Beach, FL Additional Coverages: Flood: No flood coverage on FL locations. All other locations \$5,000,000 Aggregate; Deductible: \$50,000 Quake: No quake coverage on CA locations. All other locations \$5,000,000 Aggregate; Deductible: \$50,000 Umbrella Liability Self Insured Retention: \$10,000		
GENERAL AGENT		
Palm Beach County 301 N. Olive Avenue Suite 1101 West Palm Beach, FL 33401		
AUTHORIZED REPRESENTATIVE of Marsh USA Inc. BY: Tracy P. Johnson <i>Tracy P. Johnson</i>		

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/7/2008
PRODUCER (407)849-0333 FAX: (407)425-5694 George Eidson Agency, Inc. dba Eidson P.O. Box 540209 2807 Edgewater Dr Orlando FL 32854		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Akerman Sentorfitt & Eidson P O Box 231 Orlando FL 32802		INSURERS AFFORDING COVERAGE INSURER A: Hartford Fire Insurance 19692 INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOD AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNOR/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	21WBDD9102-08	11/1/2008	11/1/2009	WC STATE/LOCAL UNITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER (561)242-6706 Palm Beach County c/o Purchasing Dept Attn: Monique Williams 50 S Military Trail Suite 110 West Palm Beach, FL 33415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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 REPRESENTATIVES. AUTHORIZED REPRESENTATIVE John R Bruneau/LFL 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL NAMED INSUREDS	
NAME (First Named & Other Named Insureds)	
Akerman Senterfit LP	Insured Multiple Names
David Depper, Nowland Hong, Michael Mullins &	Insured Multiple Names

OFAPPINF

COPYRIGHT 2000, AMS SERVICES INC

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

THIS THIRD AMENDMENT, dated 11/5/08 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 ¹⁰²⁸~~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 parties have by AMENDMENTS 1 and 2 extended the CONTRACT through October 31, 2008; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2009; 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, 2008 and complete all services by September 30, 2009. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 21, 2008, 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 Thirty-Five Thousand Dollars (\$35,000). 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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4. ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS: The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 Third 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 Third 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: _____
Chair

WITNESS:

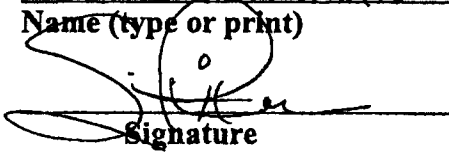
CONSULTANT:

Signature

Company Name

SEAN BITTMAN
Name (type or print)

PITTMAN LAW GROUP, P.L.
Signature

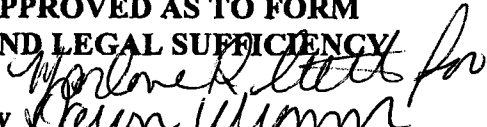

Signature

Typed Name

Name (type or print)

PRESIDENT
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
Sean Pittman
Assistant County Attorney

(corp.seal)

APPROVED AS TO TERMS
AND CONDITIONS


By 

EXHIBIT "A"

SCOPE OF WORK

During the 2009 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 the Lake Region Water Treatment Plant, funding for AIDS testing, urban job tax credit programs, Building code revisions and 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 2009, 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 2009, Pittman Law Group is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2010 session.

Dated: October 21, 2008

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
11/2008	3,500.00	3,500.00
12/2008	3,500.00	7,000.00
1/2009	3,500.00	10,500.00
2/2009	3,500.00	14,000.00
3/2009	3,500.00	17,500.00
4/2009	3,500.00	21,000.00
5/2009	3,500.00	24,500.00
6/2009	3,500.00	28,000.00
7/2009	3,500.00	31,500.00
8/2009	3,500.00	35,000.00

From:8502247477

11/06/2008 17:12

#382 P.008/016

BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT PERIOD
D	PAS 03042936	15579204	M018617755-001-00001	NONE
BRANCH SB TAMPA OFFICE			NEW BUSINESS EFF 07/09/2008	



ZURICH

**MARYLAND CASUALTY COMPANY
COMMON POLICY DECLARATIONS
PRECISION AMERICA
OFFICE PROGRAM**

This policy consists of the declarations as well as the coverage forms and endorsements listed on the Forms and Endorsements Applicable List.

NAMED INSURED AND MAILING ADDRESS PITTMAN LAW GROUP, P.L. 1028 E PARK AVE TALLAHASSEE FL 32301	AGENCY NAME AND SERVICING ADDRESS ROGERS GUNTER VAUGHN INSURANCE 1117 THOMASVILLE RD TALLAHASSEE FL 32303-6223 (850) 386-1111						
BRANCH NAME AND SERVICING ADDRESS TAMPA OFFICE P.O. BOX 10197 JACKSONVILLE, FL 32247-0197	POLICY PERIOD <table border="0"> <tr> <td>FROM</td> <td>TO</td> </tr> <tr> <td>07/09/2008</td> <td>UNTIL CANCELLED/ NON-RENEWED</td> </tr> <tr> <td>12:01 a.m.</td> <td></td> </tr> </table> Standard Time At Your Mailing Address Shown Above	FROM	TO	07/09/2008	UNTIL CANCELLED/ NON-RENEWED	12:01 a.m.	
FROM	TO						
07/09/2008	UNTIL CANCELLED/ NON-RENEWED						
12:01 a.m.							

BUSINESS ENTITY: LTD LIABILITY
BUSINESS DESCRIPTION: LAWYERS OFFICES

POLICY PREMIUMS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
COMMERCIAL PROPERTY AND GENERAL LIABILITY	\$ 1,230.00
TOTAL TAXES AND SURCHARGES	\$ 133.03
TERRORISM PREMIUM	\$ 25.00
TOTAL ANNUAL PREMIUM	\$ 1,388.03

Countersigned by _____
 Authorized Representative _____ Date _____

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 Copyright, Zurich American Insurance Company 2004

07/13/2008

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BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT PERIOD
D	PAS 03042936	15579204	MO18617755-001-00001	NONE
BRANCH SB TAMPA OFFICE			NEW BUSINESS EFF 07/09/2008	



ZURICH

MARYLAND CASUALTY COMPANY
COMMON POLICY DECLARATIONS
PRECISION AMERICA
OFFICE PROGRAM

TAXES AND SURCHARGES	
2006 FIGA REGULAR ASSESSMENT	\$ 6.28
2007 FIGA REGULAR ASSESSMENT	\$ 23.85
2005 FLORIDA HURRICANE CAT FUND (FHCF) SURCHARGE	\$ 12.55
2004 FL CITIZENS SURCHARGE	\$ 11.30
2005 FL CITIZENS EMERGENCY SURCHARGE	\$ 17.57
2005 FLORIDA CITIZENS REGULAR SURCHARGE	\$ 37.65
FLORIDA EMERGENCY MANAGEMENT	\$ 4.00
2006 FIGA EMERGENCY ASSESSMENT	\$ 18.83
FIRE COLLEGE SURCHARGE	\$ 1.00

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PAS 03042936		15579204		M018617755-001-00001	NONE
BRANCH SB TAMPA OFFICE				NEW BUSINESS EFF 07/09/2008		



PRECISION PORTFOLIO POLICY
COMMERCIAL PROPERTY DECLARATIONS
PRECISION AMERICA
OFFICE PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list. For descriptions of premiums, see the attached buildings and personal property schedule. Insurance at the described premises applies only for coverage for which a limit of insurance is shown. These may be found in this declarations and the attached schedules.

PRIMARY PROPERTY COVERAGES	DEDUCTIBLE	LIMITS
SCHEDULED PERSONAL PROPERTY	\$500	SEE SCHEDULE
PEAK SEASON PERSONAL PROPERTY INCREASE	NONE	50% OF LIMIT
ADDITIONAL COVERAGES	DEDUCTIBLE	LIMITS
ACCOUNTS RECEIVABLE*	NONE	\$25,000
ANTENNAE AND SATELLITES*	\$500	\$1,000
BI & EE - DEPENDENT PROPERTIES - 30 DAYS	NONE	ACTUAL LOSS SUSTAINED
BI & EE - NEWLY ACQUIRED PROPERTIES - 180 DAYS	NONE	\$250,000
LOSS OF BUSINESS INCOME (BI) AND EXTRA EXPENSE (EE) - 12 MOS	NONE	\$250,000
BUSINESS INCOME AND EXTRA EXPENSE-SPECIFIED LIMIT	NONE	\$250,000
DEBRIS REMOVAL - EACH LOCATION	NONE	\$10,000
DEFERRED PAYMENTS	NONE	\$5,000
EDP EQUIPMENT AND MEDIA - BLANKET*	\$500	\$10,000
EMPLOYEE DISHONESTY*	NONE	\$10,000
FINE ARTS - BLANKET*	\$500	\$10,000
FIRE DEPARTMENT SERVICE CHARGE	NONE	\$10,000
FIRE EXTINGUISHING EQUIPMENT RECHARGE	NONE	\$1,000
FORGERY OR ALTERATION*	NONE	\$10,000

* The limits for these coverages may be increased. Contact your agent.

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BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PAS 03042936		15579204		MO18617755-001-00001	NONE

BRANCH SB TAMPA OFFICE NEW BUSINESS EFF 07/09/2008



ZURICH

**PRECISION PORTFOLIO POLICY
COMMERCIAL PROPERTY DECLARATIONS
PRECISION AMERICA
OFFICE PROGRAM**

ADDITIONAL COVERAGES - Continued	DEDUCTIBLE	LIMITS
FREE-STANDING FENCES & WALLS*	\$500	\$2,500
INSTALLATION*	\$1,000	\$2,500
INVENTORY AND APPRAISAL	NONE	\$5,000
LEASEHOLD INTEREST*	NONE	\$10,000
LOCK AND KEY REPLACEMENT	NONE	\$1,000
MONEY & SECURITIES - INSIDE THE PREMISES/OUTSIDE THE PREMISES*	NONE	\$10,000/ \$2,500
MONEY ORDERS & COUNTERFEIT CURRENCY - \$1,000 MAX. EACH ITEM	NONE	\$5,000
OFF-PREMISES POWER OR WATER FAILURE*	\$1,000	\$10,000
PATTERNS, DIES & MOLDS*	\$500	\$5,000
PERSONAL EFFECTS AND PERSONAL PROPERTY OF EMPLOYEES	\$500	\$2,500
PERSONAL PROPERTY AT NEWLY ACQUIRED OR CONST. BLDGS. - 180 DAYS	\$500	\$250,000
PERSONAL PROPERTY AT OTHER LOCATIONS (INCLUDING EXHIBITIONS)*	\$500	\$25,000
PERSONAL PROPERTY IN TRANSIT*	\$1,000	\$2,500
POLLUTION CLEAN-UP AND REMOVAL - EACH LOCATION	\$500	\$10,000
SALESPERSONS SAMPLES - \$2,500 MAX. EACH EMPLOYEE	\$1,000	\$10,000
SIGNS*	\$500	\$5,000
SPOILAGE*	\$1,000	\$5,000
TOOLS & EQUIPMENT INCLUDING COMMUNICATION DEVICES - BLANKET*	\$500	\$5,000
TREES, SHRUBS, PLANTS AND LAWNS - \$1,000 MAX. EACH ITEM	\$500	\$10,000
UNAUTHORIZED BUSINESS CARD USE - \$1,000 MAX. PER OCCURRENCE	NONE	\$5,000
VALUABLE PAPERS & RECORDS*	NONE	\$25,000

* The limits for these coverages may be increased. Contact your agent.

Mortgagees and Loss Payees are listed on the Commercial Property Supplemental Declarations by building.

COMMERCIAL PROPERTY

INSURED'S COPY

07/13/2008

From: 8502247477

11/06/2008 17:15

#382 P.012/016

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PAS 03042836		15578204		MO18617755-001-00001	NONE
BRANCH SB TAMPA OFFICE			NEW BUSINESS EFF 07/09/2008			



ZURICH

PRECISION PORTFOLIO POLICY
BUILDINGS AND PERSONAL PROPERTY SCHEDULE
PRECISION AMERICA

LOCATION	01 BUILDING #	01	1028 E PARK AVE	TALLAHASSEE	FL	32301
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PREMISES PRIMARY
OCCUPANCY: LAWYERS OFFICES
INSURED'S INTEREST: TENANT
CONSTRUCTION: FRAME

PROTECTION CLASS: 002

		DEDUCTIBLE	LIMIT
SCHEDULED PERSONAL PROPERTY	REPLACEMENT COST	\$500	\$100,000
FULL GLASS BREAKAGE - EXTENDED		\$0	INCLUDED
BACK-UP OF SEWERS & DRAINS		\$1,000	\$25,000
EQUIPMENT BREAKDOWN		\$500	INCLUDED

COMMERCIAL PROPERTY

INSURED'S COPY

07/13/2008

From:8502247477

11/06/2008 17:15

#382 P.013/016

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PAS 03042936		15579204		MO18617755-001-00001	NONE
BRANCH SB TAMPA OFFICE					NEW BUSINESS EFF 07/09/2008	



ZURICH

**PRECISION PORTFOLIO POLICY
 SUPPLEMENTAL DECLARATIONS
 PRECISION AMERICA
 OFFICE PROGRAM**

COVERAGE PART(S) AND FORM OR ENDORSEMENT NUMBER	FORM OR ENDORSEMENT NAME AND FORM OR ENDORSEMENT SUPPLEMENTAL INFORMATION
PROPERTY CP0321 0695	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE LOC.# BLDG.# WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE 01 01 2%

COMMERCIAL PROPERTY

955008 Ed. 3-00

INSURED'S COPY

07/13/2008

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PAS 03042936		15578204		M018617755-001-00001	NONE

BRANCH SB TAMPA OFFICE

NEW BUSINESS EFF 07/09/2008



ZURICH

**PRECISION PORTFOLIO POLICY
 COMMERCIAL GENERAL LIABILITY DECLARATIONS
 PRECISION AMERICA
 OFFICE PROGRAM**

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

COVERAGES AND LIMITS OF INSURANCE

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

GENERAL AGGREGATE	\$2,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	\$2,000,000
EACH OCCURRENCE	\$1,000,000
TENANTS LEGAL LIABILITY	\$1,000,000
MEDICAL EXPENSES - EACH PERSON	\$ 10,000
PERSONAL INJURY AND ADVERTISING INJURY	\$1,000,000
HIRED AND NON-OWNED AUTOMOBILE LIABILITY	\$1,000,000

From:8502247477

11/06/2008 17:16

#382 P.015/016

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PAS 03042936		15579204		MO18617755-001-00001	NONE

BRANCH SB TAMPA OFFICE NEW BUSINESS EFF 07/09/2008



ZURICH

**PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
(CONTINUED)
PRECISION AMERICA
OFFICE PROGRAM**

EXCLUSIONS AND LIMITATIONS

ABSOLUTE ASBESTOS EXCLUSION
DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES EXCLUSION
FUNGUS EXCLUSION

From:8502247477

11/06/2008 17:16

#382 P.016/016

BR	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PAS 03042836		15579204		MO18617755-001-00001	NONE

BRANCH SB TAMPA OFFICE

NEW BUSINESS EFF 07/09/2008



ZURICH

PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY SCHEDULE
PRECISION AMERICA

LOC #	CLASS CODE	LOCATION ADDRESS (IF APPLICABLE) CLASSIFICATION NAME	RATING BASIS	ANNUAL EXPOSURE
01	81111	1028 E PARK AVE TALLAHASSEE FL ZIP CODE: 32301-0000 LAWYERS OFFICES	NOT APPLICABLE	INCLUDED

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

THIS THIRD 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 parties have by AMENDMENTS 1 and 2 extended the CONTRACT through October 31, 2008; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2009; 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, 2008 and complete all services by September 30, 2009. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 21, 2008, 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 Thirty Five Thousand Dollars (\$35,000). 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.

3. ARTICLE 21 - NONDISCRIMINATION – The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
4. ARTICLE 29 – REGULATIONS; LICENSING REQUIREMENTS: The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 Third 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 Third 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: _____
Chair

WITNESS:

CONSULTANT:



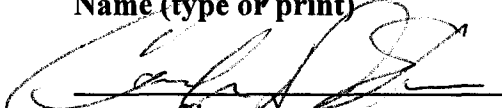
Signature

ERICKS CONSULTANTS
Company Name

Joseph Gohl
Name (type or print)



Signature

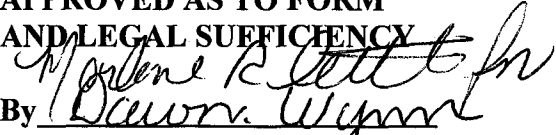


Signature

DAVID L. ERICKS
Typed Name

Candice Ericks
Name (type or print)

President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By Dawn Wynn
Assistant County Attorney

(corp.seal)


APPROVED AS TO TERMS
AND CONDITIONS
By 

EXHIBIT "A"

SCOPE OF WORK

During the 2009 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, 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 2009, 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 2009, Ericks Consultants is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2010 session.

Dated: October 21, 2008

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
11/2008	3,500.00	3,500.00
12/2008	3,500.00	7,000.00
1/2009	3,500.00	10,500.00
2/2009	3,500.00	14,000.00
3/2009	3,500.00	17,500.00
4/2009	3,500.00	21,000.00
5/2009	3,500.00	24,500.00
6/2009	3,500.00	28,000.00
7/2009	3,500.00	31,500.00
8/2009	3,500.00	35,000.00

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

THIS THIRD AMENDMENT, dated _____ 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 parties have by AMENDMENTS 1 and 2 extended the CONTRACT through October 31, 2008; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2009; 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, 2008 and complete all services by September 30, 2009. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 21, 2008, 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 Thirty-Five Thousand Dollars (\$35,000). 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.

3. ARTICLE 21 - NONDISCRIMINATION – The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
4. ARTICLE 29 – REGULATIONS; LICENSING REQUIREMENTS: The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 Third 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 Third 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: _____
Chair

WITNESS:

Signature

CONSULTANT:
CORCORAN ASSOCIATES, INC.
Company Name

Name (type or print)

Signature

Signature

MICHAEL CORCORAN
Typed Name

Name (type or print)

CEO
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: *[Signature]*
Assistant County Attorney

(corp.seal)

APPROVED AS TO TERMS
AND CONDITIONS
By: *[Signature]*

EXHIBIT "A"

SCOPE OF WORK

During the 2009 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 2009, 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 2009, Corcoran & Associates is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2010 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
11/2008	3,500.00	3,500.00
12/2008	3,500.00	7,000.00
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2/2009	3,500.00	14,000.00
3/2009	3,500.00	17,500.00
4/2009	3,500.00	21,000.00
5/2009	3,500.00	24,500.00
6/2009	3,500.00	28,000.00
7/2009	3,500.00	31,500.00
8/2009	3,500.00	35,000.00

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

THIS THIRD AMENDMENT, dated 11/10/08 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 parties have by AMENDMENTS 1 and 2 extended the CONTRACT through October 31, 2008; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2009; 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, 2008 and complete all services by September 30, 2009. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 21, 2008, 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 Thirty Five Thousand Dollars (\$35,000). 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.

3. ARTICLE 21 - NONDISCRIMINATION – The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
4. ARTICLE 29 – REGULATIONS; LICENSING REQUIREMENTS: The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 Third 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 Third 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

By: _____
Deputy Clerk

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Chair

WITNESS:

Signature

Name (type or print)

Signature

Name (type or print)

CONSULTANT:

The Moya Group, Inc.
Company Name

Chris Moya
Signature

Chris Moya
Typed Name

President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By Malcolm R. Pitts for Dawn Moya
Assistant County Attorney

(corp.seal)

APPROVED AS TO TERMS
AND CONDITIONS

By Ed J. Blum

EXHIBIT "A"

SCOPE OF WORK

During the 2009 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 2009, 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 2009, The Moya Group is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2010 session.

Dated: October 21, 2008

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
11/2008	3,500.00	3,500.00
12/2008	3,500.00	7,000.00
1/2009	3,500.00	10,500.00
2/2009	3,500.00	14,000.00
3/2009	3,500.00	17,500.00
4/2009	3,500.00	21,000.00
5/2009	3,500.00	24,500.00
6/2009	3,500.00	28,000.00
7/2009	3,500.00	31,500.00
8/2009	3,500.00	35,000.00

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 coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:

PALM BEACH COUNTY
 FAX 561-355-3982
 301 N OLIVE AVENUE
 SUITE 1101 4
 WEST PALM BEACH, FL 33401

INSURED:

MOYA GROUP INC
 1400 VILLAGE SQUARE BLVD UNIT
 3251
 TALLAHASSEE, FL 32312-1250

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
LIABILITY	77-80-809843-3001	11-01-08	11-01-09	
<input checked="" type="checkbox"/> Liability and Medical Expense	NATIONWIDE MUTUAL FIRE INSURANCE CO.			Any One Occurrence..... \$ 1,000,000
<input checked="" type="checkbox"/> Personal and Advertising Injury				Included in Above - Any One Person or Organization
<input checked="" type="checkbox"/> Medical Expenses				ANY ONE PERSON \$ 5,000
<input checked="" type="checkbox"/> Fire Legal Liability				Any One Fire or Explosion \$ 100,000
<input type="checkbox"/> Other Liability				General Aggregate* \$ 2,000,000 Prod/Comp Ops Aggregate* . \$ 1,000,000
AUTOMOBILE LIABILITY				
<input type="checkbox"/> BUSINESS AUTO				Bodily Injury (Each Person) \$ (Each Accident) \$
<input type="checkbox"/> Owned				Property Damage (Each Accident) \$
<input type="checkbox"/> Hired				Combined Single Limit \$
<input type="checkbox"/> Non-Owned				
EXCESS LIABILITY				
<input type="checkbox"/> Umbrella Form				Each Occurrence \$ Prod/Comp Ops/Disease Aggregate* \$
STATUTORY LIMITS				
<input type="checkbox"/> Workers' Compensation and				BODILY INJURY/ACCIDENT ... \$
<input type="checkbox"/> Employers' Liability				Bodily Injury by Disease EACH EMPLOYEE \$ Bodily Injury by Disease 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: 11-01-2008
 Date Certificate Issued: 11-12-2008

Authorized Representative: GROVER H. McKEE, JR
 Countersigned at: NATIONWIDE INSURANCE CO
 1710 THOMASVILLE ROAD

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

THIS THIRD 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 parties have, by AMENDMENTS 1 and 2 extended the CONTRACT THROUGH October 31, 2008; and

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2009; 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 under the amendment on November 1, 2008 and complete all services by September 30, 2009. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 21, 2008 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 Thirty-Eight Thousand, Five Hundred Dollars (\$38,500). 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.

3. ARTICLE 21-NONDISCRIMINATION – The CONSULTANT warrants and represents that all of its employees are treated equally during employment without

regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

- 4. **ARTICLE 29 – REGULATIONS; LICENSING REQUIREMENTS:** The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 Third 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: _____
Deputy Clerk

By: _____
Chair

WITNESS:
Adam J. Roberts

CONSULTANT:
GMA, Incorporated

Signature

Adam J. Roberts

Name (type or print)

Laura G. Roberts

Signature

Laura G. Roberts

Name (type or print)

Company Name

W.A. McGee

Signature

Gene McGee

Typed Name

President

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Debra Lynn

By *Debra Lynn*
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By *[Signature]*



EXHIBIT "A"

SCOPE OF WORK

During the 2009 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 2009, 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 2009, GMA is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2010 session.

Dated: October 21, 2008

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
11/2008	3,850.00	3,850.00
12/2008	3,850.00	7,700.00
1/2009	3,850.00	11,550.00
2/2009	3,850.00	15,400.00
3/2009	3,850.00	19,250.00
4/2009	3,850.00	23,100.00
5/2009	3,850.00	26,950.00
6/2009	3,850.00	30,800.00
7/2009	3,850.00	34,650.00
8/2009	3,850.00	38,500.00

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 coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:

PALM BEACH COUNTY
301 N OLIVE AVE
SUITE 1101-4
WEST PALM BEACH, FL 33401

INSURED:

GMA INC
215 S MONROE STREET
SUITE 306
TALLAHASSEE, FL 32301-1870

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
<input checked="" type="checkbox"/> LIABILITY and Medical Expense Personal and Advertising Injury <input checked="" type="checkbox"/> Medical Expenses <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/> Other Liability	77-80-375483-3001 NATIONWIDE MUTUAL INSURANCE CO.	02-13-08	02-13-09	Any One Occurrence..... \$ 1,000,000 Included in Above - Any One Person or Organization ANY ONE PERSON \$ 5,000 Any One Fire or Explosion \$ 50,000 General Aggregate* \$ 2,000,000 Prod/Comp Ops Aggregate* . \$ 1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> BUSINESS AUTO <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned				Bodily Injury (Each Person) \$ (Each Accident) \$ Property Damage (Each Accident) \$ Combined Single Limit \$
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form				Each Occurrence \$ Prod/Comp Ops/Disease Aggregate* \$
<input type="checkbox"/> Workers' Compensation and <input type="checkbox"/> Employers' Liability				STATUTORY LIMITS BODILY INJURY/ACCIDENT ... \$ Bodily Injury by Disease EACH EMPLOYEE \$ Bodily Injury by Disease 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

Angela Hearl

Effective Date of Certificate: 02-13-2008
Date Certificate Issued: 11-07-2008

Authorized Representative: ANGELA K. HEARL
Countersigned at: P.O. BOX 13619
TALLAHASSEE, FL 32317

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID CL ERICK-1	DATE (MM/DD/YYYY) 11/07/08
PRODUCER Baker-Harris Ins. Agency, Inc. 1634-C Metropolitan Blvd Tallahassee FL 32308 Phone: 850-386-1420 Fax: 850-385-3218		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Ericks Consultants Inc. P. O. Box 10131 Tallahassee FL 32301-1013		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: <u>Old Dominion Insurance Company</u>	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	


COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
A	X			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	BPG06301	08/18/08	08/18/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXC GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000																
A				GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC																				
A				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"/> NON-OWNED AUTOS	BPG06301	08/18/08	08/18/09	COMBINED SINGLE LIMIT (Ea accident) \$ 500000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$																
				EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																
				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%;">WC STATUS</td> <td style="width:15%;">LIMITS</td> <td style="width:10%;">OTHER</td> <td style="width:10%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$</td> </tr> </table>	WC STATUS	LIMITS	OTHER		E.L. EACH ACCIDENT			\$	E.L. DISEASE - EA EMPLOYEE			\$	E.L. DISEASE - POLICY LIMIT			\$
WC STATUS	LIMITS	OTHER																						
E.L. EACH ACCIDENT			\$																					
E.L. DISEASE - EA EMPLOYEE			\$																					
E.L. DISEASE - POLICY LIMIT			\$																					
				OTHER																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
FAX: 561-355-3982

 Palm Beach County is listed as an additional insured in regards to general liability.

CERTIFICATE HOLDER Palm Beach County Legislative Affairs Director ATTN: Shery Howard 301 N Olive Ave, Ste 1101 West Palm Beach FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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 REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:  Baker-Harris Insurance
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**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND
HENRY DEAN AND ASSOCIATES, LLC (R2005-2297)**

THIS THIRD 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 parties have by AMENDMENTS 1 and 2 extended the CONTRACT through October 31, 2008; and

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2009; and

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 under the amendment on November 1, 2008 and complete all services by September 30, 2009. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 21, 2008 which is attached hereto and made a part hereof.

2. ARTICLE 21-NONDISCRIMINATION – The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
3. ARTICLE 29 – REGULATIONS; LICENSING REQUIREMENTS: The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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 Third 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: _____
Deputy Clerk

By: _____
Chair

WITNESS:

CONSULTANT:

Signature

Henry Dean & Associates, LLC
Company Name

Name (type or print)

Henry Dean
Signature

Signature

Henry Dean
Typed Name

Name (type or print)

Owner
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
By Dawn Lynn
Assistant County Attorney

(corp.seal)

APPROVED AS TO TERMS
AND CONDITIONS
By [Signature]

EXHIBIT "A"

SCOPE OF WORK

During the 2009 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 2009, 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 2009, 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 2010 session.

Dated: October 21, 2008

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
11/2008	5,500.00	5,500.00
12/2008	5,500.00	11,000.00
1/2009	5,500.00	16,500.00
2/2009	5,500.00	22,000.00
3/2009	5,500.00	27,500.00
4/2009	5,500.00	33,000.00
5/2009	5,500.00	38,500.00
6/2009	5,500.00	44,000.00
7/2009	5,500.00	49,500.00
8/2009	5,500.00	55,000.00



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 01/01/2008 to 01/01/2009 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: \$3056

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 07, 2007
Date Issued

[Signature]
 Authorized Representative

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

Page 1 of 1

DECLARATIONS PAGE

AMENDED FEB 7 2008

Policy Number
98-TH-1736-2



STATE FARM FLORIDA INSURANCE COMPANY
7401 CYPRESS GDNS BL, WINTER HAVEN FL 33888-0007
A STOCK COMPANY WITH HOME OFFICES IN WINTER HAVEN, FLORIDA

Named Insured and Mailing Address
19-6465-F349 V
HENRY DEAN & ASSOC LLC
201 OWENS AVE
ST AUGUSTINE FL 32080-7374

Cov A - Inflation Coverage Index: N/A
Cov B - Consumer Price Index: 208.4

BUSINESS POLICY - SPECIAL FORM 3

AUTOMATIC RENEWAL - If the POLICY PERIOD is shown as 12 MONTHS, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Policy Period: 1 Year The policy period begins and ends at 12:01 am standard time at the premises location.
Effective Date: DEC 1 2007
Expiration Date: DEC 1 2008

Named Insured: Corporation Location of Covered Premises: 201 OWENS AVE ST AUGUSTINE FL 32080-7374	Your policy is amended FEB 7 2008 ADDITIONAL INSURED ADDED ENDORSEMENT FE-6494 ADDED
--	--

Coverages & Property	Limits of Insurance
Section I A Buildings B Business Personal Property C Loss of Income - 12 Months	Excluded \$ 1,200 \$ Actual Loss
Section II L Business Liability M Medical Payments Products-Completed Operations (PCO) Aggregate General Aggregate (Other Than PCO)	\$ 1,000,000 \$ 5,000 \$ 2,000,000 \$ 2,000,000 Deductibles - Section I \$ 1,000 Basic In case of loss under this policy, the deductible will be applied to each occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.

Forms, Options, and Endorsements Special Form 3 *Additional Insured Endorsement Amendatory Endorsement Tree Debris Removal Business Policy Endorsement Glass Deductible Deletion Fungus (Including Mold) Excl * New Form Attached	Endorsement Premium: None Audit Period: Annual FP-6153 FE-6494 FE-6210.3 FE-6451 FE-6464 FE-6538.1 FE-6566
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Continued on Reverse Side of Page

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared
FEB 08 2008
FP-8030.2C
06/1993

BM21

Countersigned 2.15.08

By Perry D Unwala Agent
PERRY D UNWALLA INS AGCY INC
(904) 461-5400

Your policy consists of this page, any endorsements and the policy form. PLEASE KEEP THESE TOGETHER.

11/06/2008 14:06 9044610114

KAREN BASHE

PAGE 05/05



STATE FARM INSURANCE COMPANY

State Farm Mutual Automobile Insurance Company

7401 Cypress Gardens Boulevard
Winter Haven FL 33888

AT1 114P -6465 A

003219

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

Class 6H3030M000

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 2008 our records show the principal driver of this vehicle will be age 71.

Ordinary use of vehicle...

Business.
Driven over 12,000 miles annually.

POLICY NUMBER	301 2631-E26-59D
MAY 26 2008 to NOV 26 2008	
DATE DUE	PLEASE PAY THIS AMOUNT
MAY 26 2008	\$478.91

Coverages and Limits	Premium
A Liability	
Bodily Injury 250,000/500,000	147.60
Property Damage 100,000	52.60
P10 No Fault	17.80
C Medical Payments 5,000	36.11
D 500 Deductible Comprehensive	137.00
G 500 Deductible Collision	
U3 Uninsured Motor Vehicle	78.00
Bodily Injury 250,000/500,000	4.80
S Death Indemnity	
Premium Amount	474.11
Plus FHCF Assessment	4.78
Amount Due	\$478.9

Your premium has already been adjusted by the following:

Premium Reductions	
Multiple Line	93.6
Antilock Brakes	15.7
Multicar	65.4
Antitheft	3.6
Vehicle Safety	6.6
Accident-Free	52.8

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

Your Vehicle Safety Discount has been reduced for your personal injury protection and medical payments coverage. Please see the premium adjustment message on the back of this notice for an explanation.

CONVENIENT PAYMENT OPTION: To use State Farm's 50-50 payment plan, submit one half of your premium plus a \$2.00 handling charge. The balance will be due 60 days after your renewal date.

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...

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

67 7093 5564

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

Prepared APR 04 2008

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

This **SECOND AMENDMENT** dated _____ day of _____, 2008, 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 have, by **AMENDMENT 1** extended the **CONTRACT** through October 31, 2008; and,

WHEREAS, the parties desire to extend the **CONTRACT** through September 30, 2009; 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 under the amendment on November 1, 2008 and complete all services by September 30, 2009. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 8, 2008, 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 Thirty-Five Thousand Dollars (\$35,000). 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.
3. ARTICLE 21 - NONDISCRIMINATION – The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
4. ARTICLE 29 – REGULATIONS; LICENSING REQUIREMENTS: The CONSULTANT shall comply with all laws, ordinances and regulations applicable to

the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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: _____
Chair

WITNESS:

CONSULTANT:


Signature

Foley + Lardner LLP
Company Name

Sharon Rudd
Name (type or print)


Signature

Megan Fuller
Signature

Michael P. Harrell
Typed Name

Megan Fuller
Name (type or print)

Public Affairs Director
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By Monroe R. Little for Dawn Wynn
Assistant County Attorney

(corp.seal)

APPROVED AS TO TERMS
AND CONDITIONS

By Bill J. Blum

EXHIBIT "A"

SCOPE OF WORK

During the 2009 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 2009, 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 2009, Foley & Lardner, LLP is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2010 session.

Dated: October 21, 2008

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
11/2008	3,500.00	3,500.00
12/2008	3,500.00	7,000.00
1/2009	3,500.00	10,500.00
2/2009	3,500.00	14,000.00
3/2009	3,500.00	17,500.00
4/2009	3,500.00	21,000.00
5/2009	3,500.00	24,500.00
6/2009	3,500.00	28,000.00
7/2009	3,500.00	31,500.00
8/2009	3,500.00	35,000.00



December 31, 2007

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, 2008 to January 1, 2009.

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

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

By: 

Date: 12/31/07

Joseph R. Suster
Assistant Director of Underwriting

NOV-12-2008 13:03

PALM BEACH ADMINISTRATION

P.02/02

LEGISLATIVE AFFAIRS
BUDGET AVAILABILITY STATEMENT
Airports Department

REQUEST DATE: 11/10/08

REQUESTED BY: Legislative Affairs

PHONE: 355-3452

FAX: 355-3982

ORIGINAL CONTRACT/ANNUAL AMOUNT: \$68,502.35
REQUESTED AMOUNT: \$35,000

CONSULTANT/CONTRACTOR: Ericks Consultants Inc. / Foley & Lardner LLP / U.S. Strategies

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

Lobbyist Consultant Services

CONSTRUCTION:

PROFESSIONAL SERVICES:

Ericks Consultants Inc.	\$17,500
Foley & Lardner LLP	\$17,500
U.S. Strategies Corp	\$33,502.35

STAFF COSTS:

MISC.:

TOTAL: \$68,502.35

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 4100

DEPT: 120

UNIT: 1110

OBJ: 3101

HAS APPROVED BY: C. Nichol Service

DATE: 11/12/08

LEGISLATIVE AFFAIRS
BUDGET AVAILABILITY STATEMENT
Library Department

REQUEST DATE: 11/10/08 **REQUESTED BY:** Legislative Affairs **PHONE:** 355-3452
FAX: 355-3982

ORIGINAL CONTRACT/ANNUAL AMOUNT: \$25,000
REQUESTED AMOUNT: \$25,000

CONSULTANT/CONTRACTOR: Akerman, Senterfitt & Eidsen, PA / Corcoran & Associates

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

Lobbyist Consultant Services

CONSTRUCTION:

PROFESSIONAL SERVICES:

Akerman, Senterfitt & Eidsen PA	\$20,000
Corcoran & Associates	\$ 5,000

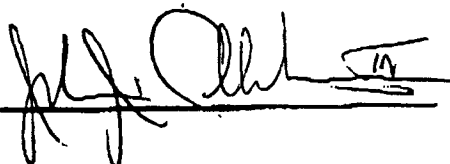
STAFF COSTS:

MISC.:

TOTAL: \$25,000

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 1180 **DEPT:** 320 **UNIT:** 3200 **OBJ:** 3401

BAS APPROVED BY:  **DATE:** 11/12/08

NOV-12-2008 13:24

PALM BEACH ADMINISTRATION

P.02/02

LEGISLATIVE AFFAIRS
BUDGET AVAILABILITY STATEMENT
Fire Rescue

REQUEST DATE: 11/10/08

REQUESTED BY: Legislative Affairs

PHONE: 355-3452

FAX: 355-3982

ORIGINAL CONTRACT/ANNUAL AMOUNT: \$40,000

REQUESTED AMOUNT: \$40,000

CONSULTANT/CONTRACTOR: GMA / The Moya Group

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

Lobbyist Consultant Services

CONSTRUCTION:

PROFESSIONAL SERVICES:

The Moya Group	\$20,000
GMA	\$20,000

STAFF COSTS:

MISC.:

TOTAL: \$40,000

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 1300

DEPT: 440

UNIT: 4215

OBJ: 3101

BAS APPROVED BY: 

DATE: 11/13/08

* Availability of funds is contingent upon OFMB approval of non-board transfer from Fire Rescue Contingency Reserves