

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: Amendment No. 6 to contract with U.S. Strategies Corp. (R2002-1806) for Federal Lobbying on behalf of Palm Beach County for the period of November 1, 2008-September 30, 2009, in the amount of \$101,000.

Summary: On October 22, 2002, the Board approved a one-year Consulting/Professional Services Contract with U.S. Strategies Corp. for the period of November 1, 2002 – October 31, 2003 in the amount of \$110,250. The previous amendments (5) provided for an additional one-year period and increased the annual contract by 5%. Amendment No. 6 extends the contract from November 1, 2008-September 30, 2009 for a total contract amount of \$101,000, which is a \$28,000 or approximately 22% reduction from the current annual contract. This reduction reflects a decrease in the county's Legislative Affairs budget based on declines in property tax revenues and other cost cutting measures in the County's adopted budget. Countywide (DSW)

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

Attachments:

1. Amendment No. 6 to contract with U.S. Strategies Corp with attachments, Exhibit "A" Scope of Work and Exhibit "B" Payment Schedule
2. Budget Availability Statements

Recommended by: [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	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	\$ 101,000	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	\$ 101,000	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes No _____

Budget Account No.: Fund Various Agency _____ Org. _____ Object _____

Reporting Category

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

Airports	4100-120-1110-3101	\$33,502.35
Palm Tran	1340-540-5160-3101	\$33,502.35
Legislative Affairs	0001-645-6450-3101	\$26,495.30
Water Utilities	4001-720-1110-3101	\$7,500.00
		\$ 101,000.00

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Contract cost is for Eleven months (Nov - Sep)

OFMB: *[Signature]* 11-14-08
 Contract Dev. and Control: *[Signature]* 11/17/08

B. Legal Sufficiency:

Assistant County Attorney
Legislative Affairs will obtain appropriate signatures.

This amendment complies with our review requirements.

C. Other Department Review:

Department Director

From:

11/13/2008 12:50

#079 P.002/006

**SIXTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND
U.S. STRATEGIES CORP., DATED NOVEMBER 1, 2008.**

THIS SIXTH AMENDMENT, dated November 1, 2008, to the Contract of September 30, 2009, by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY," and U.S. Strategies Corp., a corporation which is authorized to do business in the State of Florida, and which has an office located at 1055 N. Fairfax Street, Suite 201, Alexandria, Virginia 22314, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 52-1597736.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated October 22, 2002 (R2002-1806), hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide consulting and professional services related to Federal Relations as more specifically set forth in the Scope of Work as detailed in Exhibit "A", to the CONTRACT which is attached hereto and made a part hereof; and

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

WHEREAS, the CONTRACT was amended each year thereafter; and

WHEREAS, the Fifth Amendment to the CONTRACT, dated November 1, 2007, extended the Contract term through October 31, 2008, and included a not to exceed amount of One Hundred Twenty-Nine Thousand and Nine Dollars, (\$129,009.00); and

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

From:

11/13/2008 12:51

#079 P.003/006

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

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

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

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

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

A. The total amount to be paid by the COUNTY under this CONTRACT for all services and materials including, if applicable, all "out of pocket" costs and expenses incurred by CONSULTANT in the performance of its contractual obligations hereunder, during the period November 1, 2008 through September 30, 2009, shall not exceed a total contract amount of One Hundred and One Thousand Dollars (\$101,000.00). The CONSULTANT shall notify the COUNTY'S representative, in writing, when 90% of the "not to exceed" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B", attached hereto and made a part hereof, for services rendered pursuant to Exhibit "A". Where incremental billing for partially completed items is permitted, the total billings shall not exceed the percentage of completion as of the billing date.

From:

11/13/2008 12:51

#079 P.004/006

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

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

ATTEST:
SHARON R. BOCK
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

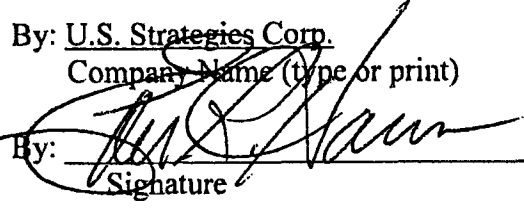
By: _____
Deputy Clerk


By: _____
, Chairman

WITNESS:


Signature

Name (type or print)

CONSULTANT:
By: U.S. Strategies Corp.
Company Name (type or print)
By: 
Signature
Eric R Hanson
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: 
County Attorney

Chairman and CEO
Title (type or print)

APPROVED AS TO TERMS
AND CONDITIONS:
By: 
Todd Bonlason, Director
Legislative Affairs

From:

11/13/2008 12:51

#079 P.005/006

Exhibit "A"
SCOPE OF WORK
Federal Government Relations

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

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

From:

11/13/2008 12:52

#079 P.006/006

Exhibit "B"

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

Month 1 (November 2008)

\$10,100.00

Month 2 (December 2008)

\$10, 100.00

Month 3 (January 2009)

\$10, 100.00

Month 4 (February 2009)

\$10, 100.00

Month 5 (March 2009)

\$10, 100.00

Month 6 (April 2009)

\$10, 100.00

Month 7 (May 2009)

\$10, 100.00

Month 8 (June 2009)

\$10, 100.00

Month 9 (July 2009)

\$10, 100.00

Month 10 (August 2009)

\$10, 100.00



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On Your Side™ NATIONWIDE MUTUAL INSURANCE CO
ONE NATIONWIDE PLAZA
COLUMBUS, OH 43216-2220

45 80419
RENEWAL

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE
COMMON DECLARATIONS

Policy Number: ACP BPOM 2403327322

Named Insured: US STRATEGIES INC

Mailing Address: 1055 N FAIRFAX ST STE 201
ALEXANDRIA, VA 22314-1541

Agency: HARDY INSURANCE AGCY INC

Address: FAIRFAX VA 22032-2236

Agency Phone Number: (703)503-3100

Policy Period: Effective From 08-21-08 To 08-21-09
12:01 AM Standard Time at your principal place of business.

Form of your business entity: CORPORATION

Description of your business: LEO GALE

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

CONTINUATION PROVISION: If we offer to continue your coverage and you or your representative do not accept, this policy will automatically terminate on the expiration date of the current policy period stated above. Failure to pay the required premium when due shall mean that you have not accepted our offer to continue your coverage. This policy will terminate sooner if any portion of the current policy period premium is not paid when due.

RENEWAL POLICY NOTICE: In an effort to keep insurance premiums as low as possible, we have streamlined your renewal policy by not including printed copies of policy forms or endorsements that have not changed from your expiring policies, unless they include variable information that is unique to you. Refer to your prior policies for printed copies of these forms. If you have a need for any form, they are available by request from your agent.

FLOOD EXCLUSION: The General Assembly of Virginia mandates we advise you that your property insurance policy does not provide coverage for flood, surface water, waves, tidal water or other overflow of a body of water. You will not have coverage for damage to your property from floods unless you take steps to purchase a separate flood insurance policy. Such a policy, which can also provide contents coverage, may be available from the National Flood Insurance Program. Please contact your agent for information about obtaining flood coverage under the National Flood Insurance Program.

TOTAL POLICY PREMIUM \$ 530.00

Previous Policy Number			
5345 BO 2063413001	ENTRY DATE	04-27-08	Countersignature _____ Date

These Common Policy Declarations, together with the Common Policy Conditions, Coverage Form Declarations, Coverage Forms and any endorsements issued to form a part thereof, complete the Policy numbered above.

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE PROPERTY DECLARATIONS

Policy Period:
From 06-21-08 To 06-21-09

Policy Number: **ACP BPOM2403327322**

Description of Premises Number: 001 Building Number: 001 Construction: **JOISTED MASONRY**
 Premises Address **1055 NORTH FAIRFAX ST STE 201 ALEXANDRIA VA**
 Occupancy **T** Classification: **ASSOCIATIONS, INCL TRADE**
 Described as: **BUSINESS ORGANIZATIONS**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a \$ 500 Deductible, unless otherwise stated.

COVERAGES	LIMITS OF INSURANCE
Building -	
Business Personal Property - Replacement cost	\$75,000
ADDITIONAL COVERAGES - the Coverage Form Includes other Additional Coverages not shown.	
Business Income-ALS- 12 Months- NO Hour Waiting Period-60Day Ordinary Payroll Limit	INCLUDED
Extra Expense - Actual Loss Sustained (ALS) - 12 Months - NO Hour Waiting Period	INCLUDED
Equipment Breakdown	INCLUDED
Automatic Increase in Insurance - Building	6%
Automatic Increase in Insurance - Business Personal Property	2.9%
Back Up of Sewer and Drain Water (limit shown per Building, subject to \$25,000 policy aggregate)	\$25,000

OPTIONAL INCREASED LIMITS	Included Limit	Additional Limit	
Account Receivable	\$25,000		\$25,000
Valuable Papers and Records (At the Described Premises)	\$25,000		\$25,000
Forgery and Alteration	\$10,000		\$10,000
Money and Securities - Inside the Premises	\$10,000		\$10,000
Outside the Premises (Limited)	\$10,000		\$10,000
Outdoor Signs	\$2,500		\$2,500
Outdoor Trees, Shrubs, Plants and Lawns	\$10,000		\$10,000
Business Personal Property Away From Premises	\$15,000		\$15,000
Business Personal Property Away From Premises - Transit	\$15,000		\$15,000

OPTIONAL COVERAGES - Other frequently purchased coverage options.			
Employee Dishonesty			\$10,000
Ordinance or Law - 1 - Loss to Undamaged Portion			NOT PROVIDED
2 - Demolition Cost and Broadened Increased Cost of Construction			NOT PROVIDED
Virginia (Broad)			NOT PROVIDED

PROTECTIVE SAFEGUARDS

This premise has one or more PROTECTIVE SAFEGUARDS identified by symbols herein. Insurance at this premise will be suspended if you do not notify us immediately if any of these safeguards are impaired. See PB 04 30 for a description of each symbol. APPLICABLE SYMBOLS: P-1;

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE

LIABILITY DECLARATIONS

Policy Period:

Policy Number: **ACP BPOM2403327322**

From **06-21-08** To **06-21-09**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

COVERAGES

LIMITS OF INSURANCE

Liability and Medical Payments	Per Occurrence	\$1,000,000
Medical Payments Coverage Sub Limit	Per Person	\$5,000
Tenants Property Damage Legal Liability Sub Limit	Per Covered Loss	\$300,000
Personal and Advertising Injury	Per Person Or Organization	\$1,000,000
Products - Completed Operations Aggregate	All Occurrences	\$2,000,000
General Aggregate (Other than Products - Completed Operations)	All Occurrences	\$2,000,000

AUTOMATIC ADDITIONAL INSURED STATUS

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises	Included in Liability & Medical Payments Limit
Controlling Interest	Included in Liability & Medical Payments Limit
Grantor of Franchise or License	Included in Liability & Medical Payments Limit
Lessors of Leased Equipment	Included in Liability & Medical Payments Limit
Managers or Lessors of Leased Premises	Included in Liability & Medical Payments Limit
Mortgagee, Assignee or Receiver	Included in Liability & Medical Payments Limit
Owners or Other Interest from Whom Land has been Leased	Included in Liability & Medical Payments Limit
State or Political Subdivisions - Permits Relating to Premises	Included in Liability & Medical Payments Limit

PROPERTY DAMAGE DEDUCTIBLE

NONE

OPTIONAL COVERAGES

Hired Auto Liability Coverage	Included in Liability & Medical Payments Limit
Nonowned Auto Liability Coverage	Included in Liability & Medical Payments Limit

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE

FORMS AND ENDORSEMENTS SUMMARY

Policy Period:

Policy Number: ACP BPOM2403327322

From 06-21-08

To 06-21-09

FORM NUMBER	TITLE
PB1216	0904 VIRGINIA EFFECTIVE TIME CHANGES - REPL AT 12 NOON
PB0002	0108 PREMIER BUSINESSOWNERS PROPERTY COVERAGE FORM
PB0006	0101 PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM
PB9045	0806 VIRGINIA AMENDATORY ENDORSEMENT
PB0009	0406 PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS
LI0021	0101 NUCLEAR ENERGY LIABILITY EXCLUSION
PB0404	0101 HIRED AUTO AND NON-OWNED AUTO LIABILITY
PB0430	0101 PROTECTIVE SAFEGUARDS
PB0534	0603 EXCLUSION - WAR AND ACTS OF TERRORISM
EN7281	0706 IMPORTANT INFORMATION REGARDING YOUR INSURANCE
PB2999	0102 EXCLUSION - FUNGI OR BACTERIA
PB0564	0606 CONDITIONAL EXCLUSION OF TERRORISM - EXCLUSION OF WAR
PB2998	0406 EXCLUSION-VIOLATION OF STATUTES THAT GOVERN EMAILS, FAX, PHONE

LEGISLATIVE AFFAIRS
BUDGET AVAILABILITY STATEMENT
Palm Tran

REQUEST DATE: 11/10/08

REQUESTED BY: Legislative Affairs

PHONE: 355-3452

FAX: 355-3982

ORIGINAL CONTRACT/ANNUAL AMOUNT: \$33,502.35

REQUESTED AMOUNT: \$33,502.35

CONSULTANT/CONTRACTOR: 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:

U.S. Strategies	33,502.35
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STAFF COSTS:

MISC.:

TOTAL: \$33,502.35

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 1340

DEPT: 540

UNIT: 5160

OBJ: 3101

BAS APPROVED BY:



DATE:

11/12/08

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

BAS APPROVED BY:

C. Michel Semine

DATE:

11/12/08