



## AGENDA ITEM SUMMARY

- A. 4th amendment to the contract with Akerman Senterfitt
- B. 4th amendment to the contract with Pittman Law Group
- C. 4th amendment to the contract with Ericks Consultants
- D. 4th amendment to the contract with Corcoran and Associates
- E. 4th amendment to the contract with The Moya Group
- F. Contract with the Wren Group, Inc.
- G. 3rd amendment to the contract with Foley and Lardner, LLP

Recommended by:  10/29/09  
Department Director Date

Approved by:  11/2/09  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	20 ____
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	230,000	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	<b>230,000</b>	_____
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	\$27,500.00
Water Utilities	4001-720-1110-3101	\$102,500.00
Fire Rescue	1300-440-4215-3101	\$40,000.00
		<u>230,000</u>

### 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)*

*[Signature]* 10/30/09  
 OFMB *at* 10/29/09 *at* 10/29/09

*[Signature]* 10/30/09  
 Contract Dev. and Control

*At the time of CDC's review, many of these items were not executed and there was no proof of insurance available.*

### B. Legal Sufficiency:

*[Signature]* 11/2/09  
 Assistant County Attorney  
*Alerman-Senteliff has expired insurance certificate.*

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

REVISED 9/03  
 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

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

**THIS FOURTH AMENDMENT**, dated \_\_\_\_\_ 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. 3<sup>rd</sup> Avenue, 28<sup>th</sup> 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, 2 AND 3 extended the CONTRACT through October 31, 2009; and,

**WHEREAS**, the parties desire to extend the CONTRACT through September 30, 2010; 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, 2009 and complete all services by September 30, 2010. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 21, 2009, 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 Twenty Seven Thousand Five Hundred Dollars (\$27,500). 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.

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 Fourth 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 Fourth 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: \_\_\_\_\_  
John F. Koons, Chairman

WITNESS:  
Ann Condon  
Signature

Ann Condon  
\_\_\_\_\_  
Name (type or print)

Maria Garcia  
Signature  
Maria Garcia  
\_\_\_\_\_  
Name (type or print)

CONSULTANT:  
Michael Abrams  
Company Name  
Michael Abrams (not an attorney)  
Signature  
Michael I. Abrams  
\_\_\_\_\_  
Typed Name  
Policy Director - Miami Policy Group  
\_\_\_\_\_  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
Assistant County Attorney

(corp.seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By: Todd J. Bonlatron  
Todd J. Bonlatron

## **EXHIBIT "A"**

### **SCOPE OF WORK**

During the 2010 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 health care related legislative assignments.

During the course of Session, health care 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 2010, 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 2010, Akerman Senterfitt is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2011 session.

Dated: October 21, 2009

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
11/2009	2,750.00	2,750.00
12/2009	2,750.00	5,500.00
1/2010	2,750.00	8,250.00
2/2010	2,750.00	11,000.00
3/2010	2,750.00	13,750.00
4/2010	2,750.00	16,500.00
5/2010	2,750.00	19,250.00
6/2010	2,750.00	22,000.00
7/2010	2,750.00	24,750.00
8/2010	2,750.00	27,500.00

MARSH		CERTIFICATE OF INSURANCE		CERTIFICATE NUMBER ATL-001105894-11	
PRODUCER MARSH USA INC. 615 CRESCENT EXECUTIVE COURT SUITE 300 LAKE MARY, FL 32746		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
832682-08/09-AII-08/09		COMPANIES AFFORDING COVERAGE			
INSURED Akerman, Senterfitt, & Eldson P.A. 255 S. Orange Avenue Suite 1300 Orlando, FL 32801		COMPANY A Hartford Fire Insurance Co			
		COMPANY B Hartford Casualty Ins Co			
		COMPANY C			
		COMPANY D			
COVERAGE					
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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT	20 UUN ZQ8185	11/01/08	11/01/09	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000
A	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 <input checked="" type="checkbox"/> HIRED PHYSICAL DAMAGE <input checked="" type="checkbox"/> COMP/COLL DED \$1,000	20 UUN ZQ8185	11/01/08	11/01/09	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	20 XHU ZQ7785	11/01/08	11/01/09	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 SIR \$ 10,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS OTH- ER \$ EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	Property	20 UUN ZQ8185	11/01/08	11/01/09	Business Personal Property 75,758,560 Business Income 18,125,003 Inland Marine-Fine Arts 386,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS 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					



# ADDITIONAL INFORMATION

DATE (MM/DD/YY)  
11/12/08

## PRODUCER

MARSH USA INC.  
615 CRESCENT EXECUTIVE COURT  
SUITE 300  
LAKE MARY, FL 32746

832682-08/09-AI-08/09

## COMPANIES AFFORDING COVERAGE

COMPANY  
E

COMPANY  
F

## INSURED

Akerman, Senterfitt, & 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

## CERTIFICATE HOLDER

Palm Beach County  
301 N. Olive Avenue  
Suite 1101  
West Palm Beach, FL 33401

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

BY: Tracey P. Johnson

*Tracey P. Johnson*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2009

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 Senterfitt & Eidson PA & Akerman Senterfitt LLP P O Box 231 Orlando FL 32802	INSURERS AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co NAIC # 19682 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 - COM/OP 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 (Ea 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 EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/> OTHER	21WBDQ9102-09	11/1/2009	11/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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 /E XCLUSIONS 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

## **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**

This Certificate of Insurance 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.

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

**THIS FOURTH AMENDMENT**, dated \_\_\_\_\_ to the Contract of Pittman Law Group, (R2005-2301) by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Pittman Law Group, located at 1028 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, 2, and 3 extended the CONTRACT through September 30, 2009; and,

**WHEREAS**, the parties desire to extend the CONTRACT through September 30, 2010; and,

**WHEREAS**, the total amount to be paid under this amendment for all services shall not exceed Thirty Five Thousand Dollars (\$35,000).

**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, 2009 and complete all services by September 30, 2010. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 21, 2009, 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:

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.

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 Fourth 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 Fourth 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: \_\_\_\_\_  
John F. Koons, Chair *man*

WITNESS:

CONSULTANT:

*M. Villavicencio*  
Signature

Maria Jose Villavicencio  
Name (type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

*Pittman Law Group, P.L.*  
Company Name

*[Signature]*  
Signature

*Sean Pittman*  
Typed Name

*President*  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By \_\_\_\_\_  
Assistant County Attorney

(corp.seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By \_\_\_\_\_  
Todd J. Bonlarron,  
Legislative Affairs Director

## **EXHIBIT "A"**

### **SCOPE OF WORK**

During the 2010 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, Enterprise Zones 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 2010, 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 2010, Pittman Law Group is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2011 session.

Dated: October 21, 2009

**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.

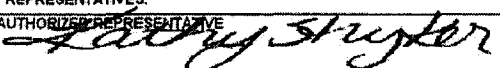
MONTH	PAYMENT	TOTAL COST TO DATE
11/2009	3,500.00	3,500.00
12/2009	3,500.00	7,000.00
1/2010	3,500.00	10,500.00
2/2010	3,500.00	14,000.00
3/2010	3,500.00	17,500.00
4/2010	3,500.00	21,000.00
5/2010	3,500.00	24,500.00
6/2010	3,500.00	28,000.00
7/2010	3,500.00	31,500.00
8/2010	3,500.00	35,000.00



<b>ACORD. CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID KT PITTM-3	DATE (MM/DD/YYYY) 10/27/09
PRODUCER Rogers, Gunter, Vaughn Insurance, Inc. 1117 Thomasville Rd. Tallahassee FL 32303 Phone: 850-386-1111 Fax: 850-385-9827		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  Pittman Law Group Sean Pittman 1028 E. Park Avenue Tallahassee FL 32301		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A Maryland Casualty	
		INSURER B Zurich US	19305
		INSURER C CNA Insurance Company	
		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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS003042936	07/09/09	07/09/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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	PAS003042936	07/09/09	07/09/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 EA ACC \$ AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC0304295101	07/09/09	07/09/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		OTHER Professional Liability	287325572	01/05/09	01/05/10	Occurance 1,000,000 Aggregate 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
PALMWPB  Palm Beach County 301 N Olive Avenue West Palm Beach FL 33401	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 

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

**THIS FOURTH AMENDMENT**, dated 10/29/09 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, 2 and 3 extended the CONTRACT through October 31, 2009; and,

**WHEREAS**, the parties desire to extend the CONTRACT through September 30, 2010; 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.

**WHEREAS**, the parties desire to further amend the CONTRACT by revising Exhibit “A” – SCOPE OF WORK, attached hereto and made a part hereof, to reflect assignment and responsibilities.

**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, 2009 and complete all services by September 30, 2010. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit “A” dated October 21, 2009, 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 Twenty Seven Thousand Five Hundred Dollars (\$27,500). 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.

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 Fourth 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 Fourth Amendment on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

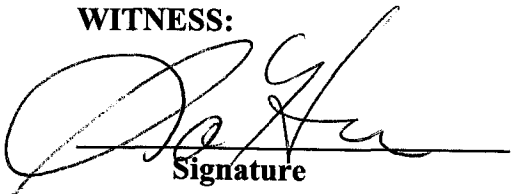
ATTEST:  
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

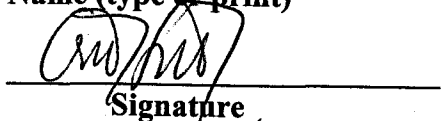
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

WITNESS:

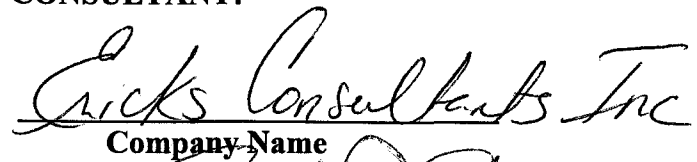
  
Signature

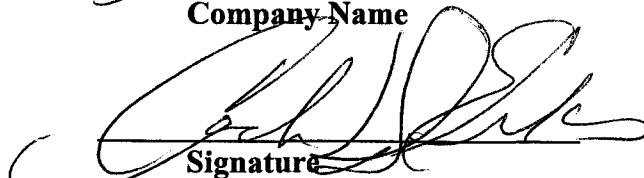
Sanders P. Harris  
Name (type or print)

  
Signature

Grant Smith  
Name (type or print)

CONSULTANT:

  
Company Name

  
Signature

Candice Ericks  
Typed Name

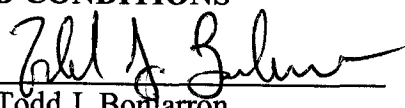
Consultant  
Title

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By   
Assistant County Attorney

(corp.seal)

**APPROVED AS TO TERMS  
AND CONDITIONS**

By   
Todd J. Bonlarron  
Legislative Affairs Director

## **EXHIBIT "A"**

### **SCOPE OF WORK**

During the 2010 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.

Candice Ericks of Ericks Consultants will be assigned to work on issues and legislation related to Transportation and Transportation Disadvantaged funding, and transit related issues for Tri Rail and Palm Tran. 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.

Candice 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 2010, 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 2010, Ericks Consultants is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2011 session.

Dated: October 21, 2009

**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
11/2009	2,750.00	2,750.00
12/2009	2,750.00	5,500.00
1/2010	2,750.00	8,250.00
2/2010	2,750.00	11,000.00
3/2010	2,750.00	13,750.00
4/2010	2,750.00	16,500.00
5/2010	2,750.00	19,250.00
6/2010	2,750.00	22,000.00
7/2010	2,750.00	24,750.00
8/2010	2,750.00	27,500.00

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID CL ERICK-1	DATE (MM/DD/YYYY) 10/28/09
<b>PRODUCER</b>  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.	
<b>INSURED</b>  Ericks Consultants Inc. P. O. Box 10131 Tallahassee FL 32301-1013		<b>INSURERS AFFORDING COVERAGE</b>  INSURER A: Old Dominion Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>       

**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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	X	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" 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	BPG06301	08/18/09	08/18/10	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			
		<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BPG06301	08/18/09	08/18/10	COMBINED SINGLE LIMIT (Ea accident) \$ 500000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO							AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC/STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$			

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.

<b>CERTIFICATE HOLDER</b>  Palm Beach County Legislative Affairs Director ATTN: Shery Howard 301 N Olive Ave, Ste 1101 West Palm Beach FL 33401	<b>CANCELLATION</b>  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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**FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT  
BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND  
CORCORAN & ASSOCIATES (R2005-2303)**

**THIS FOURTH 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, Inc, d-b-a, Corcoran and Johnston located at 13945 5<sup>th</sup> 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, 2, and 3 extended the CONTRACT through October 31, 2009; and,

**WHEREAS**, the parties desire to extend the CONTRACT through September 30, 2010; and,

**WHEREAS**, the total amount to be paid under this amendment for all services shall not exceed Thirty Five Thousand Dollars (\$35,000).

**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, 2009 and complete all services by September 30, 2010. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 21, 2009, 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:

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.

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 Fourth 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 Fourth 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: \_\_\_\_\_  
John F. Koons, Chair *mad*

WITNESS:  
David Volpe  
Signature

CONSULTANT:  
Corcoran & Associates, Inc.  
D/B/A Corcoran & Johnston  
Company Name

David Volpe  
Name (type or print)

[Signature]  
Signature

[Signature]  
Signature

Michael Corcoran  
Typed Name

Jessica Corcoran  
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 \_\_\_\_\_  
Todd J. Bonlarron  
Director, Legislative Affairs

## **EXHIBIT "A"**

### **SCOPE OF WORK**

During the 2010 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 re-nourishment 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 2010, 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 2010, Corcoran & Associates is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2011 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
11/2009	3,500.00	3,500.00
12/2009	3,500.00	7,000.00
1/2010	3,500.00	10,500.00
2/2010	3,500.00	14,000.00
3/2010	3,500.00	17,500.00
4/2010	3,500.00	21,000.00
5/2010	3,500.00	24,500.00
6/2010	3,500.00	28,000.00
7/2010	3,500.00	31,500.00
8/2010	3,500.00	35,000.00

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

**THIS FOURTH AMENDMENT**, dated Nov. 1, 09 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, 2 and 3 extended the CONTRACT through October 31, 2009; and,

**WHEREAS**, the parties desire to extend the CONTRACT through September 30, 2010; and,

**WHEREAS**, the total amount to be paid under this amendment for all services shall not exceed Thirty Five Thousand Dollars (\$35,000).

**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, 2009 and complete all services by September 30, 2010. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 21, 2009, 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:

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.

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 Fourth 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 Fourth 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: \_\_\_\_\_  
John F. Koons, Chair

**WITNESS:**  
Anita P. Davis  
Signature

Anita P. Davis  
Name (type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

**CONSULTANT:**  
The Maya Group  
Company Name

[Signature]  
Signature

Christopher R. Maya  
Typed Name

President  
Title

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant County Attorney  
**APPROVED AS TO TERMS**  
**AND CONDITIONS**

(corp.seal)

By \_\_\_\_\_  
Todd J. Bonlarron,  
Legislative Affairs Director



## **EXHIBIT "A"**

### **SCOPE OF WORK**

In preparation for and during the 2010 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 2010, 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 2010, The Moya Group is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2011 session.

Dated: October 21, 2009

**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
11/2009	3,500.00	3,500.00
12/2009	3,500.00	7,000.00
1/2010	3,500.00	10,500.00
2/2010	3,500.00	14,000.00
3/2010	3,500.00	17,500.00
4/2010	3,500.00	21,000.00
5/2010	3,500.00	24,500.00
6/2010	3,500.00	28,000.00
7/2010	3,500.00	31,500.00
8/2010	3,500.00	35,000.00

Nov. 2. 2009 12:51PM

McKEE INSURANCE AGENCY

No. 0046 P. 1

## CERTIFICATE OF INSURANCE

ATT:  
Stacy Howard

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  
561-355-3982 FAX  
301 N OLIVE AVENUE  
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 Personal and Advertising Injury	NATIONWIDE MUTUAL FIRE INSURANCE CO.			Any One Occurrence..... \$ 1,000,000
<input checked="" type="checkbox"/> Medical Expenses				Included in Above - Any One Person or Organization
<input checked="" type="checkbox"/> Fire Legal Liability				ANY ONE PERSON ..... \$ 5,000
				Any One Fire or Explosion \$ 100,000
				General Aggregate* ..... \$ 2,000,000
				Prod/Comp Ops Aggregate* . \$ 1,000,000
<input type="checkbox"/> Other Liability				
AUTOMOBILE LIABILITY				
<input type="checkbox"/> BUSINESS AUTO				Bodily Injury (Each Person) ..... \$
<input type="checkbox"/> Owned				(Each Accident) ..... \$
<input type="checkbox"/> Hired				Property Damage
<input type="checkbox"/> Non-Owned				(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				STATUTORY LIMITS
<input type="checkbox"/> Employers' Liability				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

Effective Date of Certificate: 11-01-2008  
Date Certificate Issued: 11-02-2009

Authorized Representative: GROVER H. MCKEE, JR  
Countersigned at: NATIONWIDE INSURANCE CO  
1700 THOMASVILLE ROAD

## **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, 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 The Wren Group, LLC, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 562548299.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

### **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Environment and Water and Natural Resources, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Todd Bonlarron, telephone no.561/355-3451.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Lee Killinger, telephone no. 866/500-9736.

### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on November 1, 2009 and complete all services by September 30, 2010.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses 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.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing

the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 - INSURANCE**

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10)

day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

**Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.

**Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

**Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

**Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a Claims-Made basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an occurrence or claims - made form. If coverage is provided on a claims - made form the Certificate of Insurance must also clearly indicate the retroactive date of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

**Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the



insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

- B. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Todd J. Bonlarron  
301 N. Olive Avenue, Suite 1101  
West Palm Beach, Fl 33401

**Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest Each Occurrence limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a Follow-Form basis.

**Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

## **ARTICLE 11 - INDEMNIFICATION**

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

## **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors,

administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this

Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

#### **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, gender identity and expression.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances

shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24- PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Todd J. Bonlarron, Director Legislative Affairs  
301 North Olive Avenue, Suite 1101  
West Palm Beach, FL 33401

With Copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Lee Killinger, Esquire  
The Wren Group, LLC  
324 East Virginia Street  
Tallahassee, FL 32301

#### **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

#### **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance (Ordinance), if CONSULTANT'S employees or subcontractors are required under this contract to enter a critical facility as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a critical facility will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

#### **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.

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 AND COMPTROLLER  
By: \_\_\_\_\_  
Deputy Clerk

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:  
By: \_\_\_\_\_  
John F. Koons, Chairman

WITNESS:  
Nick Jurgens  
Signature (type or print)  
[Signature]  
Signature

CONSULTANT:  
[Signature] The WREN Group  
Company Name  
FRANK BERNARDINO  
Typed Name

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

(corp. seal)

APPROVED AS TO TERMS  
AND CONDITIONS  
By [Signature]  
Department Director

## **EXHIBIT "A"**

### **SCOPE OF WORK**

In preparation for and during the 2010 Legislative Session and through the remainder of the veto period of the Legislature, Wren Group, LLC has been asked to work on the following issues as they relate to Palm Beach County.

Wren Group, 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 Beach Renourishment. 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. Wren Group, LLC will be asked on occasion to assist the County in working on these yet to be determined issues.

Wren Group, LLC 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, WREN Group, LLC 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 2010, Wren Group, 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 2010, Wren Group, LLC is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2011 session.

Dated: October 21, 2009



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
11/2009	3,500.00	3,500.00
12/2009	3,500.00	7,000.00
1/2010	3,500.00	10,500.00
2/2010	3,500.00	14,000.00
3/2010	3,500.00	17,500.00
4/2010	3,500.00	21,000.00
5/2010	3,500.00	24,500.00
6/2010	3,500.00	28,000.00
7/2010	3,500.00	31,500.00
8/2010	3,500.00	35,000.00



05/13/2009 00:49 FAX 3523074491

Brad Blessing STATE FARM

001



This certifies that

- CERTIFICATE OF INSURANCE**
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
  - ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
  - ☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
  - ☒ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
  - ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder THE WREN GROUP

Address of policyholder 2220 ARMISTEAD RD, TALLAHASSEE, FL 32308

Location of operations 324 E. Virginia St, Tall., FL 32301; 3339 Virginia St, #126, MIAMI, FL 3313

Description of operations consulting

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
98-TY-2044-4 B This insurance includes:	Comprehensive Business Liability <input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> <input type="checkbox"/>	02/14/2009	02/14/2010	BODILY INJURY AND PROPERTY DAMAGE  Each Occurrence \$ 1,000,000  General Aggregate \$ 2,000,000  Products - Completed Operations Aggregate \$
	EXCESS LIABILITY <input type="checkbox"/> Umbrella <input type="checkbox"/> Other			BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence \$ Aggregate \$
	Workers' Compensation and Employers Liability			Part I - Workers Compensation - Statutory  Part II - Employers Liability Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder as soon as possible before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative Caroline Blessing  
Agent Caroline Blessing Date 5/13/09  
Agent Name  
Telephone Number 352-307-4471

Agent's Code Stamp  
Agent Code 59-6757  
AFC Code F351

<b>ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE</b>					AIM P1DC	DATE 10-19-2009
<b>PRODUCER</b> PAYCHEX AGENCY INC 210705 P:()- F:()- 308 FARMINGTON AVE FARMINGTON CT 06032			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.			
			INSURERS AFFORDING COVERAGE			
<b>INSURED</b>  THE WREN GROUP INC 2220 ARMISTEAD RD TALLAHASSEE FL 32308			INSURER A: Twin City Fire Ins Co 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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <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 \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <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 (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	76 WEG HO5159	04/15/09	04/15/10	X WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000	
	<b>OTHER</b>					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Those usual to the Insured's Operations. Re: Consulting						
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION		
Palm Beach County 301 N OLIVE AVE WEST PALM BEACH, FL 33401				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) 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 Jac Tailor		

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

This **THIRD AMENDMENT** dated \_\_\_\_\_ day of \_\_\_\_\_, 2009, 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 AMENDMENTS 1 and 2 extended the CONTRACT through September 30, 2009; and,

**WHEREAS**, the parties desire to extend the CONTRACT through September 30, 2010; and,

**WHEREAS**, the total amount to be paid under this amendment for all services shall not exceed Thirty Five Thousand Dollars (\$35,000).

**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 hereunder on November 1, 2009 and complete all services by September 30, 2010. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 21, 2009, 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:

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.

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

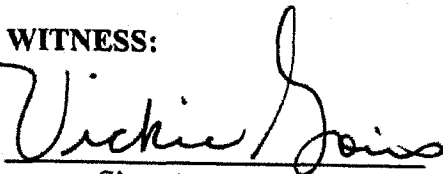
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chair

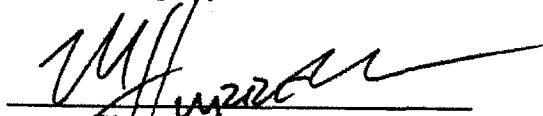
WITNESS:

CONSULTANT:

  
Signature

Foley & Lardner, LLP  
Company Name

Vickie Goins  
Name (type or print)

  
Signature

  
Signature

Michael P. Harrell  
Typed Name

Megan Fuller  
Name (type or print)

Public Affairs Director  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By \_\_\_\_\_  
Assistant County Attorney

(corp.seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By   
Todd J. Bonlarron  
Director of Legislative Affairs

## **EXHIBIT "A"**

### **SCOPE OF WORK**

During the 2010 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 2010, 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 2010, Foley & Lardner, LLP is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2011 session.

Dated: October 21, 2009

**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
11/2009	3,500.00	3,500.00
12/2009	3,500.00	7,000.00
1/2010	3,500.00	10,500.00
2/2010	3,500.00	14,000.00
3/2010	3,500.00	17,500.00
4/2010	3,500.00	21,000.00
5/2010	3,500.00	24,500.00
6/2010	3,500.00	28,000.00
7/2010	3,500.00	31,500.00
8/2010	3,500.00	35,000.00





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/28/2009

PRODUCER  
Aon Risk Services Central, Inc.  
Chicago IL Office  
200 East Randolph  
Chicago IL 60601 USA

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.

PHONE-(312) 381-4000 FAX -

INSURERS AFFORDING COVERAGE NAIC #

INSURED  
Foley & Lardner LLP.  
777 East Wisconsin Avenue #3800  
Milwaukee WI 53202-5367 USA

INSURER A: Travelers Property Cas Co of America 25674  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

Holder Identifier :

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.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	P-630-80128856-TIL-09 General Liability	08/01/2009	08/01/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$10,000,000
						PRODUCTS - COM/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" 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	810-0394C695-TIL-09 Auto	08/01/2009	08/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						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	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS	OTH- ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
		OTHER					

Certificate No : 570035611235

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

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County  
c/o Sherry Howard  
Legislative Coordinator  
301 N. Olive Avenue, Suite 1101.4  
West Palm Beach FL 33401 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  
30 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

Aon Risk Services Central, Inc