



**II. FISCAL IMPACT ANALYSIS**

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

| Fiscal Years                              | 2011      | 2012  | 2013  | 2014  | 2015  |
|---|-----------|-------|-------|-------|-------|
| Capital Expenditures                      | _____     | _____ | _____ | _____ | _____ |
| Operating Costs                           | \$ 48,000 | _____ | _____ | _____ | _____ |
| External Revenues                         | _____     | _____ | _____ | _____ | _____ |
| Program Income (County)                   | _____     | _____ | _____ | _____ | _____ |
| In-Kind Match (County)                    | _____     | _____ | _____ | _____ | _____ |
| <b>NET FISCAL IMPACT</b>                  | \$ 48,000 | _____ | _____ | _____ | _____ |
| No. ADDITIONAL FTE POSITIONS (Cumulative) | _____     | _____ | _____ | _____ | _____ |

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

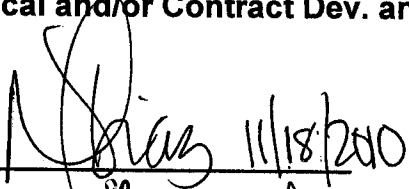
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

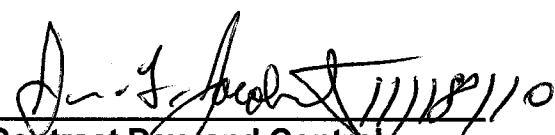
|                     |                    |             |
|---------------------|--------------------|-------------|
| Airports            | 4100-120-1110-3101 | \$16,800.00 |
| Palm Tran           | 1340-540-5160-3101 | \$16,800.00 |
| Legislative Affairs | 0001-645-6450-3101 | \$10,656.00 |
| Water Utilities     | 4001-720-1110-3101 | \$ 3,744.00 |

**C. Departmental Fiscal Review:**

**III. REVIEW COMMENTS**

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

 11/18/2010  
 OFMB  
 11-16-10 9:20 AM 11/16/10

 11/18/10  
 Contract Dev. and Control

**B. Legal Sufficiency:**

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

At the time of our review, the Amendment was not detected. Legislative Affairs will obtain updated insurance.

**C. Other Department Review:**

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

**EIGHTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT  
BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND  
U.S. STRATEGIES CORP.**

**THIS EIGHTH AMENDMENT**, dated November 1, 2010, to the Contract of October 22, 2002 (R2002-1806), by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY," and U.S. Strategies Corp., a corporation which is authorized to do business in the State of Florida, and which has an office located at 1055 N. Fairfax Street, Suite 201, Alexandria, Virginia 22314, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 52-1597736.

**WITNESSETH:**

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

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

**WHEREAS**, the Seventh Amendment to the CONTRACT, dated November 3, 2009, extended the Contract term through September 30, 2010, and included a not to exceed amount of Ninety-Six Thousand Dollars, (\$96,000.); and

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

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

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

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

1. The CONSULTANT shall commence services on November 1, 2010, and complete all services by April 30, 2011. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" which is attached hereto and made a part hereof.

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

A. The total amount to be paid by the COUNTY under this CONTRACT for all services and materials including, if applicable, all "out of pocket" costs and expenses incurred by CONSULTANT in the performance of its contractual obligations hereunder, during the period November 1, 2010 through April 30, 2011, shall not exceed a total contract amount of Forty-Eight Thousand Dollars (\$48,000). The CONSULTANT shall notify the COUNTY'S representative, in writing, when 90% of the "not to exceed" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B", attached hereto and made a part hereof, for services rendered pursuant to Exhibit "A". Where incremental billing for partially completed items is permitted, the total billings shall not exceed the percentage of completion as of the billing date.

3. The following paragraphs are inserted: Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

ATTEST:  
SHARON R. BOCK  
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
Karen Marcus, Chair

WITNESS:

CONSULTANT:

\_\_\_\_\_  
Signature

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

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

By: \_\_\_\_\_  
Signature

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Title Typed

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS:

By: \_\_\_\_\_  
Todd Bonlarron, Director  
Legislative Affairs

**Exhibit "A"**  
**SCOPE OF WORK**

**Federal Government Relations**

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

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

**Exhibit "B"**

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

| MONTH   | PAYMENT  | TOTAL COST TO DATE |
|---------|----------|--------------------|
| 11/2010 | 8,000.00 | 8,000.00           |
| 12/2010 | 8,000.00 | 16,000.00          |
| 1/2011  | 8,000.00 | 24,000.00          |
| 2/2011  | 8,000.00 | 32,000.00          |
| 3/2011  | 8,000.00 | 40,000.00          |
| 4/2011  | 8,000.00 | 48,000.00          |



**LEGISLATIVE AFFAIRS**  
**BUDGET AVAILABILITY STATEMENT**  
**Airports Department**

**REQUEST DATE:** 11/02/10      **REQUESTED BY:** Legislative Affairs      **PHONE:** 355-3452  
**FAX:** 355-3982

**ORIGINAL CONTRACT/ANNUAL AMOUNT:** \$16,800  
**REQUESTED AMOUNT:** \$16,800

**CONSULTANT/CONTRACTOR:** U.S. Strategies Corporation

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

Lobbyist Consultant Services

**CONSTRUCTION:**  
**PROFESSIONAL SERVICES:**  
    U.S. Strategies Corporation                      \$16,800  
**STAFF COSTS:**  
**MISC.:**  
**TOTAL:** \$16,800

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

**FUND:** 4100      **DEPT:** 120      **UNIT:** 1110      **OBJ:** 3101

**BAS APPROVED BY:** CM Semmin      **DATE:** 11/2/10

**LEGISLATIVE AFFAIRS**  
**BUDGET AVAILABILITY STATEMENT**  
**Palm Tran**

**REQUEST DATE:** 11/02/10

**REQUESTED BY:** Legislative Affairs

**PHONE:** 355-3452

**FAX:** 355-3982

**ORIGINAL CONTRACT/ANNUAL AMOUNT:** \$16,800.00

**REQUESTED AMOUNT:** \$16,800.00

**CONSULTANT/CONTRACTOR:** U.S. Strategies Corporation

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

Lobbyist Consultant Services

**CONSTRUCTION:**

**PROFESSIONAL SERVICES:**

U.S. Strategies Corporation \$16,800.00

**STAFF COSTS:**

**MISC.:**

**TOTAL:** \$16,800.00

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

**FUND:** 1340

**DEPT:** 540

**UNIT:** 5160

**OBJ:** 3101

**BAS APPROVED BY:**

*Lorraine Szyns*

**DATE:**

11/2/10

**LEGISLATIVE AFFAIRS**  
**BUDGET AVAILABILITY STATEMENT**  
**Water Utilities**

REQUEST DATE: 11/02/10      REQUESTED BY: Legislative Affairs      PHONE: 355-3452  
FAX: 355-3982

ORIGINAL CONTRACT/ANNUAL AMOUNT: \$3,744.00  
REQUESTED AMOUNT: \$3,744.00

CONSULTANT/CONTRACTOR:      U.S. Strategies Corporation

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

Lobbyist Consultant Services

CONSTRUCTION:  
PROFESSIONAL SERVICES:  
    U.S. Strategies Corporation      \$3,744.00  
STAFF COSTS:  
MISC.:  
TOTAL: \$3,744.00

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

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

BAS APPROVED BY: Delia M. Vest      DATE: 11/12/10