Agenda Item #: 3A • 3

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 1, 2011	[X]	Consent	[]	Regular Public Hearing
Department: Submitted By: Administration Submitted For: Legislative Affairs	[]	Ordinance	[]	Public Hearing
<u>i. E</u>	XECUTI	/E BRIEF		
Motion and Title: Staff recommends a service contracts for state lobbying on b September 30, 2012 for a total amount of	ehalf of P	alm Beach Cou	endmen nty to e	its to six (6) consulting/professiona xtend the term for twelve months to
A. Sixth Amendment to the contract	with Akerr	man Senterfitt (I	R2005-2	2299) in the amount of \$27,500;
B. Sixth Amendment to the contract	with Pittm	an Law Group (R2005-	2301) in the amount of \$35,000;
C. Sixth Amendment to the contract	with Erick	s Consultants (f	R2005-2	2302) in the amount of \$27,500;
D. Sixth Amendment to the contract \$35,000;	ct with Co	orcoran and As	ssociate	s (R2005-2303) in the amount o
E. Sixth Amendment to the contract	with The N	Moya Group (R	2005-23	304) in the amount of \$35,000;
F. Fifth Amendment to the contract \$35,000.	ct with Fo	oley and Lardn	er, LLF	P (R2006-2141) in the amount o
Summary: The original term of the Consultants, Corcoran and Asso 2005 thru October 31, 2006 with 2011. It is the Fifth Amendment	ociates and additiona	d the Moya Gro Il amendments	up for s extendi	state lobbying was for November 1 ng the term through September 30
Background and Justification: The October 1, 2011 through September 30,		ents to the stat	e lobby	rist contracts extend the term from
Attachments: A. 6 th amendment to the contract with Al B. 6 th amendment to the contract with Pi C. 6 th amendment to the contract with E D. 6 th amendment to the contract with C E. 6 th amendment to the contract with T F. 5 th amendment to the contract with F G. Budget Availability Statement Recommended by:	ittman Lav ricks Cons orcoran al he Moya C oley and L	v Group sultants nd Associates Group ardner, LLP		10/29/11
Departed 7	ent Direc	ctor		Date
Approved by:Assistan	t County	Administrato	or	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: Fiscal Years 2012 2013 2014 2015 2016 Capital **Expenditures** 195,000 **Operating Costs External Revenues** Program Income (County) In-Kind Match (County) **NET FISCAL IMPACT** 195,000 No. ADDITIONAL FTE POSITIONS (Cumulative) Is Item Included In Current Budget? Yes X No Fund various Department Budget Account No.: Reporting Category _ Object _____ В. Recommended Sources of Funds/Summary of Fiscal Impact: 1180-320-3200-3401 \$25,000.00 Library Airports 4100-120-1110-3101 \$35,000.00 0001-645-6450-3101 \$27,500.00 Legislative Affairs \$67,500.00 Water Utilities 4001-720-1110-3101 \$40,000.00 Fire Rescue 1300-440-4215-3101 **Departmental Fiscal Review:** C. III. REVIEW COMMENTS OFMB Fiscal and/or Contract Dev. and Control Comments: A. Contract Dev. and Con В. Legal Sufficiency: **Assistant County Attorney** C. Other Department Review:

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Department Director

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

THIS SIXTH 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. 3rd Avenue, 28th Floor, Miami, Florida 33131, a corporation which is authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 59-3117860.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated December 6, 2005, hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide professional/consultation services in the area of state governmental relations; and

WHEREAS, the original term of said CONTRACT was November 1, 2005 to October 31, 2006; and

WHEREAS, the parties have by AMENDMENTS 1, 2 3, 4 and 5 extended the CONTRACT through September 30, 2011; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2012; 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:

- Article 2, SCHEDULE, is amended to read as follows:
 The CONSULTANT shall commence services on October 1, 2011 and complete all services by September 30, 2012. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 14, 2011, 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 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.

3. The following paragraph is inserted:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, 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 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 Sixth 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 Sixth 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: Karen Marcus, Chair
WITNESS:	CONSULTANT:
Om Condon	AKERMAN'
Signature	Company Name
ANN COND-N	Wordel abrams
Name (type or print)	Signature
Musa Joalez Signature	Michael I. Abrams Typed Name
Maria Gonzalez	Co HEAD Volicy GROUN.
Name (type or print)	Title
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By Assistant County Attorney	(corp.seal)
APPROVED AS TO TERMS AND CONDITIONS By	

Todd J. Bonkaron

EXHIBIT "A"

SCOPE OF WORK

During the 2012 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, Transportation Disadvantaged Funding, Human Services Appropriations related to senior centers and homelessness, 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 2012, 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 2012, Akerman Senterfitt is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2013 session.

Dated: October 14, 2011

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
12/2011	2,750.00	2,750.00
1/2012	2,750.00	5,500.00
2/2012	2,750.00	8,250.00
3/2012	2,750.00	11,000.00
4/2012	2,750.00	13,750.00
5/2012	2,750.00	16,500.00
6/2012	2,750.00	19,250.00
7/2012	2,750.00	22,000.00
8/2012	2,750.00	24,750.00
9/2012	2,750.00	27,500.00

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

THIS SIXTH 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 limited liability company 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, 3, 4, and 5 extended the CONTRACT through September 30, 2011; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2012; 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 October 1, 2011 and complete all services by September 30, 2012. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 14, 2011, 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 are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

3. The following paragraph is inserted:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, 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 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 Sixth 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 Sixth 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: Karen Marcus, Chair
WITNESS:	CONSULTANT:
Milaricene Signature	Pi Hman Law Evoup, P.L. Company Name
Maria Jose' Villavicencio Name (type or print)	Signature
Signature	Sean Pitman Typed Name
Name (type or print)	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 2012 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 Glades Utility Authority, economic development, funding for homeless and senior related issues, redistricting, and Criminal Justice Issues related to Re-entry, Juvenile Records 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 2012, 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 2012, Pittman Law Group is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2013 session.

Dated: October 14, 2011

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
12/2011	3,500.00	3,500.00
1/2012	3,500.00	7,000.00
2/2012	3,500.00	10,500.00
3/2012	3,500.00	14,000.00
4/2012	3,500.00	17,500.00
5/2012	3,500.00	21,000.00
6/2012	3,500.00	24,500.00
7/2012	3,500.00	28,000.00
8/2012	3,500.00	31,500.00
9/2012	3,500.00	35,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/14/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Rogers, Gunter, Vaughn Insurance, Inc. 1117 Thomasville Rd. Tallahassee, FL 32303 Bartlett D. Gunter			CONTACT NAME: 7 PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PITTM-3			
			INSURER(S) AFFORDING C	OVERAGE NAIC#		
INSURED	Pittman Law Group		INSURER A: Nationwide	10070		
Sean Pittman 1028 E. Park Avenue Tallahassee, FL 32301		Ī	INSURER B : Zurich US	19305		
		ľ	INSURER C : CNA Insurance Compa	ny		
			INSURER D :			
			INSURER E :			
			INSURER F:			
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THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL	UBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	
LIR	GENERAL LIABILITY	INSR	WVD.	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)		 1,000,000
A				ACP5904547164	07/09/11	07/09/12	EACH OCCURRENCE DAMAGE TO RENTED	\$ 300,000
A				ACP3904347164	07709711	0//09/12	PREMISES (Ea occurrence)	\$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	X POLICY PRO-							\$
Α	AUTOMOBILE LIABILITY			ACP5904547164	07/09/11	07/09/12	COMBINED SINGLE LIMIT (Ea accident)	\$ INCL
Α	ANY AUTO			ACF3904547 164	Ullusiti	01/09/12	BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	X NON-OWNED AUTOS							\$
								\$ ***************************************
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- OTH- TORY LIMITS ER	
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		WC03042951	07/09/11	07/09/12	E.L. EACH ACCIDENT	\$ 500,000
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Professional			287325572	01/05/11	01/05/12	Occurance	 1,000,000
	Liability						Aggregate	1,000,000

CERTIFICATE HOLDER CANCELLATION PALMWPB SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Palm Beach County** 810 Datura Street West Palm Beach, FL AUTHORIZED REPRESENTATIVE P. Barineau

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ACORD 25 (2009/09)

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

THIS SIXTH AMENDMENT, dated 10 30 // 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 57-27222222.

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, 3, 4 and 5 extended the CONTRACT through September 30, 2011; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2012; 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 October 1, 2011 and complete all services by September 30, 2012. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 14, 2011, 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 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 are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

3. The following paragraph is inserted:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, 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 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 Sixth 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 Fifth 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:Karen Marcus, Chair
WITNESS:	CONSULTANT:
Signature JANET CLARK MORRIS Name (type or print) Signature CLAROIA DAVANT Name (type or print)	ERICKS CONSULTANTS, INC. Company Name Signature CANDICE D. ERICKS Typed Name CONSULTANT Title
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By Assistant County Attorney APPROVED AS TO TERMS AND CONDITIONS By Todd J. Bonlarkon Legislative Affairs Director	(corp.seal)

EXHIBIT "A"

SCOPE OF WORK

During the 2012 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, Florida Retirement System funding, redistricting, 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 2012, 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 2012, Ericks Consultants is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2013 session.

Dated: October 14, 2011

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
12/2011	2,750.00	2,750.00
1/2012	2,750.00	5,500.00
2/2012	2,750.00	8,250.00
3/2012	2,750.00	11,000.00
4/2012	2,750.00	13,750.00
5/2012	2,750.00	16,500.00
6/2012	2,750.00	19,250.00
7/2012	2,750.00	22,000.00
8/2012	2,750.00	24,750.00
9/2012	2,750.00	27,500.00

ACORD"

CERTIFICATE OF LIABILITY INSURANCE

OPID CL

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. 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).

PRODUCER PHONE (A/C, No, Ext): E-MAIL ADDRESS: (A/C, No): Baker-Harris Ins. Agency, Inc. 1634-C Metropolitan Blvd Tallahassee FL 32308 PRODUCER CUSTOMER ID #: ERICK-1 Phone: 850-386-1420 Fax: 850-385-3218 INSURER(S) AFFORDING COVERAGE NAIC# INSURED INSURER A: Old Dominion Insurance Company Ericks Consultants Inc. Dave Ericks P. O. Box 10131 Tallahassee FL 32301-1013 Landmark American Ins Co INSURER B: INSURER C : INSURER D : INSURER E: INSURER F:

CO	/ER	AGES CER	TIFIC	ATE	NUMBER:			REVISION NUMBER:	
CI EX	THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
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A	х	COMMERCIAL GENERAL LIABILITY			BPG06301	08/18/11	0B/18/12	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	_	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	s EXC
								GENERAL AGGREGATE	\$2,000,000
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		POLICY PRO. LOC							S
	AUI	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 500000
	Щ	ANY AUTO						BODILY INJURY (Per person)	\$
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A	x	SCHEDULED AUTOS HIRED AUTOS			BPG06301	08/18/11	08/19/12	PROPERTY DAMAGE (Per accident)	S
A	x	NON-OWNED AUTOS			BPG06301	08/18/11	08/18/12		\$
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	(Ma	ndatory in NH)	[""					E.L. DISEASE - EA EMPLOYEE	\$
	DES	s, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
В	Pi	ofessional Liab			LHR729415	03/05/11	03/05/12	Per Claim	1000000
							<u> </u>	Aggregate	1000000
DES	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schadule, if more space is required)								

CERTIFICATE HOLDER

CANCELLATION

ACHZED REPRESENTATIVE

PALMBEA

Palm Beach County Contract Mgmt Dept 301 N Olive Ave, 11th Floor West Palm Beach FL 33401 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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ACORD 25 (2009/09)

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October 27, 2011

Mr. Todd J. Bonlarron Director Palm Beach County Legislative Affairs Office 301 North Olive Avenue Suite 1101.4 West Palm Beach, FL 33405

Dear Mr. Bonlarron:

Ericks Consultants, Inc. is exempt from the requirement to provide worker's compensation insurance since we fall within the exemptions provided in chapter 440, Florida Statutes. Ericks Consultants, Inc. has a total of three employees, two of which are also corporate officers, thereby falling below the threshold provided in s. 440.02(17), F.S.

Please refer to the Chief Financial Officer's webpage excerpt below:

Who needs Workers' Compensation coverage?

• If you are in an industry, other than construction, and have four (4) or more employees, full-time or part-time, you are required to carry workers' compensation coverage (an exempted corporate officer does not count as an employee).

http://www.myfloridacfo.com/wc/faq/faqemplyrs.html

Thank you for your assistance with this matter and please do not hesitate to contact my office if you need additional assistance.

Sincerely.

David L. Ericks

President

1815 Cordova Road, Suite 203 Fort Lauderdale, FL 33316 954-765-1207 954-765-1224 Fax 205 South Adams Street Tallahassee, FL 32301 850-224-0880 850-224-5971 Fax

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

THIS SIXTH 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 5th Street, Dade City, Florida 33525, a corporation which is authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT" whose Federal Identification Number is 59-3731004.

WITNESSETH:

WHEREAS, the parties have previously entered into that certain Contract dated December 6, 2005, hereinafter referred to as the "CONTRACT" under which the CONSULTANT is to provide professional/consultation services in the area of state governmental relations; and

WHEREAS, the original term of said CONTRACT was November 1, 2005 to October 31, 2006; and

WHEREAS, the parties have by AMENDMENTS 1, 2, 3 4, and 5 extended the CONTRACT through September 30, 2011; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2012; 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 October 1, 2011 and complete all services by September 30, 2012. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 14, 2012, 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 are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

3. The following paragraph is inserted:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, 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 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 Sixth 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 Sixth 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: Karen Marcus, Chair
WITNESS:	CONSULTANT:
Amanda Stewart Name (type or print)	Corcorant Associates Company Name Signature
Signature Signature	<u>Jeff Johnston</u> Typed Name
Mchelle KAZOURIS Name (type or print)	<u>Partner</u> Title
APPROVED AS TO FORM AND DEGAL SUFFICIENCY By Assistant County Attorney	(corp.seal)
APPROVED AS TO TERMS AND CONDITIONS By Todd J. Bonlarrón	

Director, Legislative Affairs

EXHIBIT "A"

SCOPE OF WORK

During the 2012 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, growth management, 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 2012, 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 2012, Corcoran & Associates is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2013 session.

Dated: 10/14/2011

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
12/2011	3,500.00	3,500.00
1/2012	3,500.00	7,000.00
2/2012	3,500.00	10,500.00
3/2012	3,500.00	14,000.00
4/2012	3,500.00	17,500.00
5/2012	3,500.00	21,000.00
6/2012	3,500.00	24,500.00
7/2012	3,500.00	28,000.00
8/2012	3,500.00	31,500.00
9/2012	3,500.00	35,000.00

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					RIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS ertificate holder is hearby named additional insured		ION OF OPERATIONS / LOCATIONS / VEHIC	CLES / EXCLUSIONS ADDED BY ENDORS	ement / Special Pr Insured	OVISIONS		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below E.L. DISEASE - POLICY LIMIT \$ 500	OTHER		OTHER	;	ANY OFFI If yes SPEC	LOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE ICCER/MEMBER EXCLUDED? s, describe under CIAL PROVISIONS below	830 41875	04/22/2011	04/22/2012	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	s 10

AUTHORIZED REPRESENTATIVE Ronald Gainey/WENDY

ACORD 25 (2001/08)

OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
UTHORIZED REPRESENTATIVE
onald Gainey/WENDY **©ACORD CORPORATION 1988**

PDF created with pdfFactory trial version www.pdffactory.com

IMPORTANT

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

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

DISCLAIMER

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

ACORD 25 (2001/08)

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

THIS SIXTH, dated ________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, 3, 4 and 5 extended the CONTRACT through September 30, 2011; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2012; 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 October 1, 2011 and complete all services by September 30, 2012. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 14, 2011, 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.

3. The following paragraph is inserted:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, 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 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 Sixth 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 Sixth 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: Karen Marcus, Chair
WITNESS:	CONSULTANT:
MIMDMICHT Signature	The MOCIA Group Tox.
Maryann Rypnicky Name (type or print)	Signature
Signature Poemis	CHRISTOPHER R. Moya. Typed Name
Name (type or print)	President. Title
APPROVED AS TO FORM AND LECAL 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

In preparation for and during the 2012 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, Florida Retirement System reform, local government tax issues 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 2012, 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 2012, The Moya Group is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2013 session.

Dated: October 14, 2011

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
12/2011	3,500.00	3,500.00
1/2012	3,500.00	7,000.00
2/2012	3,500.00	10,500.00
3/2012	3,500.00	14,000.00
4/2012	3,500.00	17,500.00
5/2012	3,500.00	21,000.00
6/2012	3,500.00	24,500.00
7/2012	3,500.00	28,000.00
8/2012	3,500.00	31,500.00
9/2012	3,500.00	35,000.00



ACORD 25 (2010/05)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

FAX (A/C, No):

10/18/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. 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). CONTACT NAME: PHONE (A/C, No. Ext):

MCKEE INSURANCE AGENCY LLC				E-MAIL ADDRES	::::::::::::::::::::::::::::::::::::::			 ,	
1785 THOMASVILLE RD					INS	URER(S) AFFOR	DING COVERAGE		NAIC#
TALLAHASSEE FL	32	303 -	5707	INSURE	A. NATION	WIDE INSUR	ANCE COMPANY OF AM	ERIC	25453
INSURED				INSURE					
				INSURE					
MOYA GROUP INC				INSURE		·····			
1400 VILLAGE SQUARE BLVD									
SUITE 3-251 TALLAHASSEE FL	9	2312		INSURE					
1) (1)			MILESOFO.	INSURE	RF;		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	S OF II EQUIR PERTA POLIC	NSUF EMEI AIN, HES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	ED BY	THE POLICIE	THE INSURE OR OTHER S DESCRIBE PAID CLAIMS.	ED NAMED ABOVE FOR TO DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	O ALL	
INSR TYPE OF INSURANCE	ADDL:	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		0.000
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY		,					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,00 \$ 300,	
CLAIMS-MADE X OCCUR	X						MED EXP (Any one person)	\$ 5,00	0
			ACP BPOZ 5904621791		11/01/2010	11/01/2011	PERSONAL & ADVINJURY	\$ 1,00	0,000
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X Non-owned Auto 1,000,000	ŀĺ	ĺ						\$ 2,00	0.000
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AUTOMOBILE LIABILITY							(Ea accident) BODILY INJURY (Per person)	<u>\$</u>	
ANY AUTO	1							\$	
ALL OWNED SCHEDULED AUTOS				+			PROPERTY DAMAGE	\$	
HIRED AUTOS NON-OWNED AUTOS	}				'		(Per accident)		
								\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MAD	<u> </u>	أن سيد،					AGGREGATE	\$	
DED RETENTIONS	1	•				i		\$	
WORKERS COMPENSATION							WC STATU- OTH- TORY LIMITS ER		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		·					E.L. EACH ACCIDENT	\$	
OFFICEMEMBER EXCLUDED?	N/A				1	ļ	E.L. DISEASE - EA EMPLOYEE	\$	
(Mandatory in NH) If yes, describe under]					E.L. DISEASE - POLICY LIMIT		
DESCRIPTION OF OPERATIONS below	-						Life block to a life block to life block to a life block to a life block to a life block to a	, ` 	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEH 200 West College Avenue Tallahassee, Florida 32301	CLES (A	Attach	ACORD 101, Additional Remarks	3 Schedu	a, if more space	requires,			
CERTIFICATE HOLDER				CAN	CELLATION		· · · · · · · · · · · · · · · · · · ·		
Palm Beach County 301 N. Olive Avenue, Suite 1101	· · · · · · · · · · · · · · · · · · ·			AC	E EXPIRATIO	ON DATE THE POLI	Described Policies Be HEREOF, NOTICE WILL CY PROVISIONS.	CANCE BE D	LLED BEFORE DELIVERED IN
West Palm Beach	FL		33401	1 [1				
				Palric	H. McKee	٠,٠	-		
					@1	988-2010 AC	CORD CORPORATION.	All ri	ghts reserved.

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

This FIFTH AMENDMENT dat	edday of	, 2011, by and between
Palm Beach County, a Political Subdivision	on of the State of Florida,	by and through its Board of
Commissioners, hereinafter referred to as	the COUNTY, and Foley	& Lardner, LLP, a limited
liability partnership authorized to do busi	iness in the State of Florid	a, hereinafter referred to as
the CONSULTANT, whose Federal I.D. is	s 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, 2, 3, and 4 extended the CONTRACT through September 30, 2011; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2012; 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 October 1, 2011 and complete all services by September 30, 2012. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 14, 2011, 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 are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

3. The following paragraph is inserted:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, 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 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 Fifth 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 Fifth 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: Karen Marcus, Chair
WITNESS: Lickie Joins Signature	CONSULTANT: Foley & Lardner LLP Company Name
Vickie Goins Name (type or print) Signature	Michael P. Harrell Typed Name
Marnie George Name (type or print)	Public Affairs Director Title
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By Assistant County Attorney APPROVED AS TO TERMS AND CONDITIONS By APPROVED AS TO TERMS	(corp.seal)

Todd J. Bonlarron

Director of Legislative Affairs

EXHIBIT "A"

SCOPE OF WORK

During the 2012 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 film and television incentives, local government growth management issues, trauma care, airport related legislation, Florida Retirement System funding, natural disaster funding relief and related legislation, and Department of Health related issues. 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 2012, 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 2012, Foley & Lardner, LLP is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2013 session.

Dated: October 14, 2011

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
12/2011	3,500.00	3,500.00
1/2012	3,500.00	7,000.00
2/2012	3,500.00	10,500.00
3/2012	3,500.00	14,000.00
4/2012	3,500.00	17,500.00
5/2012	3,500.00	21,000.00
6/2012	3,500.00	24,500.00
7/2012	3,500.00	28,000.00
8/2012	3,500.00	31,500.00
9/2012	3,500.00	35,000.00

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Certificate No: 570043335627

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/26/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Aon Risk Services Central, In Chicago IL Office	nc.	CONTACT NAME: PHONE (A/C, No, Ext):	(312) 381-1000	FAX (A/C, No.); (312)	381-7007
200 East Randolph Chicago IL 60601 USA		E-MAIL ADDRESS:			
•			INSURER(S) AFFORDIN	IG COVERAGE	NAIC#
INSURED		INSURER A:	American Zurich Ir	s Co	40142
Foley & Lardner LLP.	•	INSURER B:	Federal Insurance	Company	20281
777 East Wisconsin Avenue Milwaukee WI 53202-5367 USA		INSURER C:	•		
		INSURER D:			
		INSURER E:			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 5700433356	27	REVI:	SION NUMBER:	

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY		1110	3596-4843	08/01/2011	08/01/2012	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY			General Liability			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
1	CLAIMS-MADE X OCCUR			1			MED EXP (Any one person)	\$10,000
						į	PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY PRO- JECT LOC							
В	AUTOMOBILE LIABILITY			7356-9237 Auto	08/01/2011	08/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO			, aco			BODILY INJURY (Per person)	
	ALL OWNED SCHEDULED	}					BODILY INJURY (Per accident)	
	AUTOS AUTOS NON-OWNED						PROPERTY DAMAGE	
	X HIRED AUTOS AUTOS						(Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION	1						
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 5945849-01	01/01/2011	01/01/2012	X WC STATU OTH-	
ļ	ANY PROPRIETOR / PARTNER / EXECUTIVE	11 1		Workers Compensation			E.L. EACH ACCIDENT	\$1,000,000
1	OFFICER/MEMBER EXCLUDED? [Mandatory in NH]	N/A			ļ		E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (At	tach A] .CORD 101, Additional Remarks Sched	ule, if more space is r	required)	<u> </u>	

CERTIFICATE	HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Rish Services Central Inc.

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ACORD 25 (2010/05)

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

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LEGISLATIVE AFFAIRS <u>BUDGET AVAILABILITY STATEMENT</u> Library Department

REQUEST DATE: 11/01/2011

REQUESTED BY: Legislative Affairs

PHONE: 355-3452

FAX: 355-3982

ORIGINAL CONTRACT/ANNUAL AMOUNT: \$25,000

REQUESTED AMOUNT: \$25,000

CONSULTANT/CONTRACTOR:

Corcoran & Associates

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

Lobbyist Consultant Services

CONSTRUCTION: PROFESSIONAL SERVICES:

KOT ESSIONAL SERVICES

Corcoran & Associates

\$ 25,000

STAFF COSTS:

MISC.:

TOTAL: \$25,000

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 1180

DEPT: 320

UNIT: 3200

OBJ: 3401

BAS APPROVED BY:

DATE

C:

LEGISLATIVE AFFAIRS <u>BUDGET AVAILABILITY STATEMENT</u> Airports Department

REQUEST DATE: 11/01/11

REQUESTED BY: Legislative Affairs

PHONE: 355-3452

FAX: 355-3982

ORIGINAL CONTRACT/ANNUAL AMOUNT: \$35,000

REQUESTED AMOUNT: \$35,000

CONSULTANT/CONTRACTOR:

Ericks Consultants Inc. / Foley & Lardner LLP

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

Lobbyist Consultant Services

CONSTRUCTION:

PROFESSIONAL SERVICES:

Ericks Consultants Inc.

\$17,500

Foley & Lardner LLP

\$17,500

STAFF COSTS:

MISC.:

TOTAL: \$35,000

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 4100

DEPT: 120

UNIT: 1110

OBJ: 3101

BAS APPROVED BY: (M) DATE: 10/21/11

LEGISLATIVE AFFAIRS BUDGET AVAILABILITY STATEMENT

Fire Rescue

REQUESTED BY: Legislative Affairs **REQUEST DATE: 11/01/2011**

PHONE: 355-3452

FAX: 355-3982

ORIGINAL CONTRACT/ANNUAL AMOUNT: \$40,000

REQUESTED AMOUNT: \$40,000

CONSULTANT/CONTRACTOR:

Foley Lardner / The Moya Group

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

Lobbyist Consultant Services

CONSTRUCTION:
PROFESSIONAL SERVICES

The Moya Group Foley & Lardner

\$22,500 \$17,500

STAFF COSTS:

MISC.:

TOTAL: \$40,000

scanned and emailed to:

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 1300

DEPT: 440

UNIT: 4215

OBJ: 3101

BAS APPROVED BY:	DATE.	10/24/11
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Availability of funds is contingent upon OFMB approval of non-board transfer from Fire Rescue Contingency Reserves

LEGISLATIVE AFFAIRS BUDGET AVAILABILITY STATEMENT

Water Utilities

REQUEST DATE: 11/01/11

REQUESTED BY: Legislative Affairs

PHONE: 355-3452

FAX: 355-3982

ORIGINAL CONTRACT/ANNUAL AMOUNT: \$67,500

REQUESTED AMOUNT: \$67,500

CONSULTANT/CONTRACTOR:

Corcoran & Associates / Pittman Law Group Inc./ Akerman Senterfitt

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

Lobbyist Consultant Services

CONSTRUCTION:

PROFESSIONAL SERVICES:

Akerman Senterfitt

\$23,750

Corcoran & Associates

\$10,000

Pittman Law Group Inc.

\$33,750

STAFF COSTS:

MISC.:

TOTAL: \$67,500

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 4001

DEPT: 720

UNIT: 1110

OBJ: 3101

BAS APPROVED BY: _ Lllla M West