



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>195,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>195,000</u>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes  No \_\_\_\_\_

Budget Account No.: Fund various Department \_\_\_\_\_ Unit \_\_\_\_\_

Object \_\_\_\_\_ Reporting Category \_\_\_\_\_

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

Library	1180-320-3200-3401	\$25,000.00
Airports	4100-120-1110-3101	\$35,000.00
Legislative Affairs	0001-645-6450-3101	\$27,500.00
Water Utilities	4001-720-1110-3101	\$67,500.00
Fire Rescue	1300-440-4215-3101	\$40,000.00

**C. Departmental Fiscal Review:**

**III. REVIEW COMMENTS**

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

[Signature] 10/27/11  
 OFMBcc 10/25/11 10/28/11 VA 10/28/11 10/28/11

[Signature] 10/28/11  
 Contract Dev. and Control  
 Legislative Affairs is obtaining updated/corrected certificate of insurance. The amendments comply with our review requirements.

**B. Legal Sufficiency:**

[Signature] 10/28/11  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 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. 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 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 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:

Ann Cordon  
Signature

AKRAMS  
Company Name

ANN CORDON  
Name (type or print)

Michael Abrams  
Signature

Maria Gonzalez  
Signature

Michael I. Abrams  
Typed Name

Maria Gonzalez  
Name (type or print)

Co Head Policy Group  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By [Signature]  
Assistant County Attorney

(corp.seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By [Signature]  
Todd J. Bonkayon

## **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:**

M. Villavicencio  
Signature

Pittman Law Group, P.L.  
Company Name

Maria Jose Villavicencio  
Name (type or print)

[Signature]  
Signature

[Signature]  
Signature

Sean Pittman  
Typed Name

Phillip Singleton  
Name (type or print)

\_\_\_\_\_  
Title

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By [Signature]  
Assistant County Attorney

(corp.seal)

**APPROVED AS TO TERMS AND CONDITIONS**

By [Signature]  
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



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

**THIS SIXTH AMENDMENT**, dated 10/20/11 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, 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:**

Janet Clark Morris  
Signature

ERICKS CONSULTANTS, INC.  
Company Name

JANET CLARK MORRIS  
Name (type or print)

[Signature]  
Signature

[Signature]  
Signature

CLANDICE D. ERICKS  
Typed Name

CLAUDIA SAVANT  
Name (type or print)

CONSULTANT  
Title

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: [Signature]  
Assistant County Attorney

(corp.seal)

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: [Signature]  
Todd J. Bonlarson  
Legislative Affairs Director



## **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



**ERICKS**  
CONSULTANTS, INC

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/faqemplvrs.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 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, 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  
Signature

Corcorant Associates  
Company Name

Amanda Stewart  
Name (type or print)

Jeff Johnston  
Signature

Michelle Kazouris  
Signature

Jeff Johnston  
Typed Name

Michelle KAZOURIS  
Name (type or print)

Partner  
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  
Todd J. Bonlarron  
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

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**07/18/2011**

PRODUCER (813)752-4155 FAX (813)752-7681  
**Poppell Insurance**  
 503 W. Dr. M. L. King Blvd.  
 Plant City, FL 33563-5217

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 **Corcoran & Associates Inc**  
 DBA: **Corcoran & Johnston**  
 13309 Thoroughbred Dr  
 Dade City, FL 33525

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Southern-Owners Insurance</b>	<b>10190</b>
INSURER B: <b>Auto-Owners Insurance</b>	<b>18988</b>
INSURER C: <b>Bridgefield Employers Ins Comp</b>	
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 INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b>		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	<b>20732287</b>	<b>06/25/2011</b>	<b>06/25/2012</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>				
		MED EXP (Any one person) \$ <b>10,000</b>				
		PERSONAL & ADV INJURY \$ <b>1,000,000</b>				
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ <b>2,000,000</b>
						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
<b>B</b>		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>4748049600</b>	<b>12/08/2010</b>	<b>12/08/2011</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
		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/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
<b>C</b>		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	<b>830 41875</b>	<b>04/22/2011</b>	<b>04/22/2012</b>	WC STATU-TORY LIMITS \$
		E.L. EACH ACCIDENT \$ <b>100,000</b>				
		E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b>				
		E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>				
		<b>OTHER</b>				OTHER \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Certificate holder is hereby named additional insured**

CERTIFICATE HOLDER	CANCELLATION
<p><b>Palm Beach County Board of County Commissioners</b>                      301 N Olive Ave                      Suite 1101.4                      West Palm Beach, FL 33401</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>10</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE  <b>Ronald Gainey/WENDY</b> </p>

## **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.

**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:

M. Rybnicky  
Signature

The Maya Group Inc.  
Company Name

Maryann Rybnicky  
Name (type or print)

[Signature]  
Signature

[Signature]  
Signature

CHRISTOPHER R. MAYA  
Typed Name

Debbie Manning  
Name (type or print)

President.  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By [Signature]  
Assistant County Attorney

(corp.seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By [Signature]  
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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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(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  MCKEE INSURANCE AGENCY LLC 1785 THOMASVILLE RD TALLAHASSEE FL 32303-5707	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):		
INSURED  MOYA GROUP INC 1400 VILLAGE SQUARE BLVD SUITE 3-251 TALLAHASSEE FL 32312	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: NATIONWIDE INSURANCE COMPANY OF AMERIC		25453
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ACP BPOZ 5904621791	11/01/2010	11/01/2011	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Non-owned Auto 1,000,000						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

200 West College Avenue  
Tallahassee, Florida 32301

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County 301 N. Olive Avenue, Suite 1101 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.  AUTHORIZED REPRESENTATIVE Patrick H. McKee
--	---

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ACORD 25 (2010/05)

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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** dated \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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 limited liability partnership 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, 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.

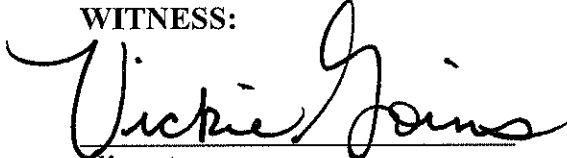
**ATTEST:**  
**Sharon R. Bock, Clerk & Comptroller**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

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

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

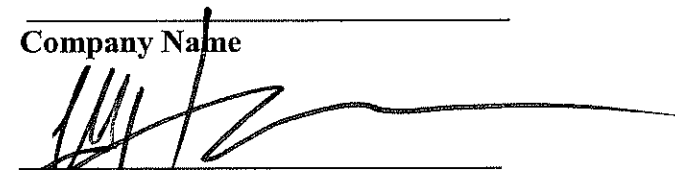
**WITNESS:**

  
Signature

**CONSULTANT:**

Foley & Lardner LLP

\_\_\_\_\_  
Company Name

  
Signature

Vickie Goins  
Name (type or print)

  
Signature

Michael P. Harrell  
Typed Name

Marnie George  
Name (type or print)

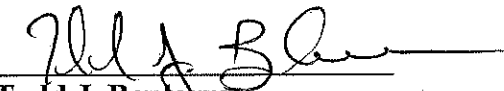
Public Affairs Director  
Title

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By   
Assistant County Attorney

(corp.seal)

**APPROVED AS TO TERMS  
AND CONDITIONS**

By   
Todd J. Bonfarron  
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





**LEGISLATIVE AFFAIRS**  
**BUDGET AVAILABILITY STATEMENT**  
**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:**

Corcoran & Associates

\$ 25,000

**STAFF COSTS:**

**MISC.:**

**TOTAL:** \$25,000

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

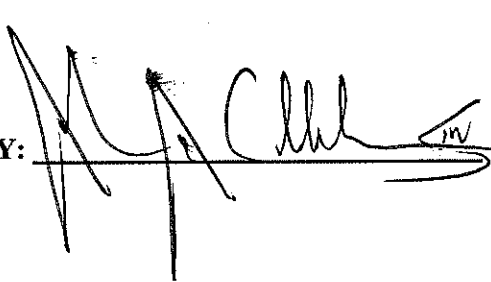
**FUND:** 1180

**DEPT:** 320

**UNIT:** 3200

**OBJ:** 3401

**BAS APPROVED BY:**



**DATE:**

10/21/11

**LEGISLATIVE AFFAIRS**  
**BUDGET AVAILABILITY STATEMENT**  
**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: CM Summi

DATE: 10/21/11

**LEGISLATIVE AFFAIRS**  
**BUDGET AVAILABILITY STATEMENT**

**Fire Rescue**

REQUEST DATE: 11/01/2011

REQUESTED BY: Legislative Affairs

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	\$22,500
Foley & Lardner	\$17,500

STAFF COSTS:

MISC.:

TOTAL: \$40,000

scanned and emailed to:

Melissa McKinlay  
date 10/24/11

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

FUND: 1300

DEPT: 440

UNIT: 4215

OBJ: 3101

BAS APPROVED BY: 

DATE: 10/24/11

\* 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: \_\_\_\_\_

*Delura M. Vest*

DATE: \_\_\_\_\_

*10/24/11*