

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>30,000.00</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>30,000.00</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No

Budget Account No.: Fund 4001 Department 720 Unit 1110 Object 3125

Reporting Category _____

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

C. Departmental Fiscal Review: The item will be funded by Water Utilities Department user fees.

III. REVIEW COMMENTS

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

 _____ OFMB 3/15/12 VA 3/14/12 3/14/12	 _____ Contract Development and Control 3-19-12 B. Wheeler
--	--

B. Legal Sufficiency:



 Assistant County Attorney
 3/12/12

C. Other Department Review:

 Department Director

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

**FIRST AMENDMENT TO LEGAL SERVICES AUTHORIZATION
R2011-0352-B**

THIS FIRST AMENDMENT, made and entered into this 20th day of March, 2012, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County," and de la Parte & Gilbert, P.A., a professional association, hereinafter referred to as "Outside Counsel".

WHEREAS, on May 3, 2011, County and Outside Counsel entered into Legal Services Authorization R2011-0352-B for Outside Counsel services related to water policy issues (hereinafter the "Water Policy LSA"); and

WHEREAS, County and Outside Counsel wish to amend the Water Policy LSA to extend its term for one (1) additional year.

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

1. The recitals set forth above are true and correct and are incorporated herein by specific reference.
2. The section entitled "Deadline for Completion" of the Water Policy LSA is amended to reflect an expiration date of March 15, 2013.
3. All other provisions of the Water Policy LSA, dated May 3, 2011, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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BLANK; SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this ____ day of _____, 2012.

ATTEST:


Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

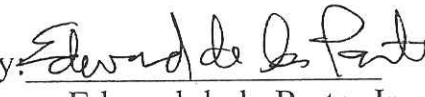
By: 
Assistant County Attorney

Accepted by Outside Counsel:

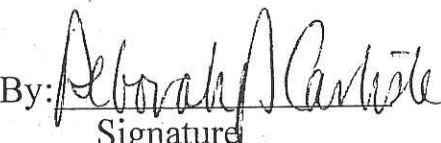
WITNESSES:

de la Parte & Gilbert, P.A.

By: 
Signature

By: 
Edward de la Parte, Jr.

Linda K Foy
Print Name

By: 
Signature

Deborah D. Carlisle
Print Name

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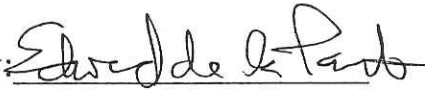
By: 
Assistant County Attorney

Accepted by Outside Counsel:

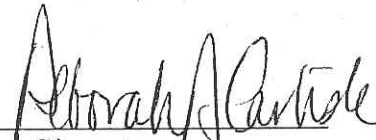
WITNESSES:


de la Parte & Gilbert, P.A.

By: 
Signature

By: 
Edward de la Parte, Jr.


Print Name

By: 
Signature


Print Name

**FIRST AMENDMENT TO LEGAL SERVICES AUTHORIZATION
R2011-0352-C**

THIS FIRST AMENDMENT, made and entered into this 20th day of March, 2012, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County," and de la Parte & Gilbert, P.A., a professional association, hereinafter referred to as "Outside Counsel".

WHEREAS, on May 3, 2011, County and Outside Counsel entered into Legal Services Authorization R2011-0352-C for miscellaneous legal services related to water utilities regulatory issues (hereinafter the "Miscellaneous LSA"); and

WHEREAS, County and Outside Counsel wish to amend the Miscellaneous LSA to extend its term for one (1) additional year.

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

1. The recitals set forth above are true and correct and are incorporated herein by specific reference.
2. The section entitled "Deadline for Completion" of the Miscellaneous LSA is amended to reflect an expiration date of March 15, 2013.
3. All other provisions of the Miscellaneous LSA, dated May 3, 2011, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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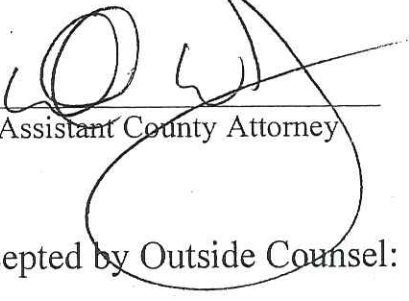
ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

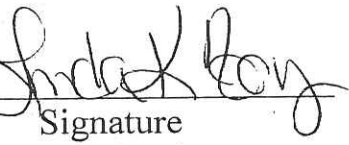
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


By: 
Assistant County Attorney

Accepted by Outside Counsel:

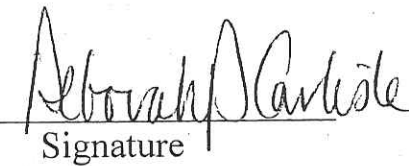
WITNESSES:

de la Parte & Gilbert, P.A.

By: 
Signature

By: 
Edward de la Parte, Jr.


Print Name

By: 
Signature


Print Name

**FIRST AMENDMENT TO LEGAL SERVICES AUTHORIZATION
R2011-0352-C**

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WHEREAS, on May 3, 2011, County and Outside Counsel entered into Legal Services Authorization R2011-0352-C for miscellaneous legal services related to water utilities regulatory issues (hereinafter the "Miscellaneous LSA"); and

WHEREAS, County and Outside Counsel wish to amend the Miscellaneous LSA to extend its term for one (1) additional year.

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

1. The recitals set forth above are true and correct and are incorporated herein by specific reference.
2. The section entitled "Deadline for Completion" of the Miscellaneous LSA is amended to reflect an expiration date of March 15, 2013.
3. All other provisions of the Miscellaneous LSA, dated May 3, 2011, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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PALM BEACH COUNTY
BOARD OF COUNTY
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By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

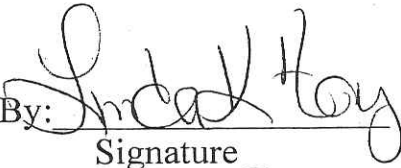
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

Accepted by Outside Counsel:

WITNESSES:

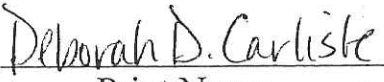
de la Parte & Gilbert, P.A.

By: 
Signature

By: 
Edward de la Parte, Jr.


Print Name

By: 
Signature


Print Name

**FIRST AMENDMENT TO LEGAL SERVICES AUTHORIZATION
R2011-0353-A**

THIS FIRST AMENDMENT, made and entered into this 20th day of March, 2012, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County," and Sundstrom, Friedman & Fumero, a Florida limited liability partnership, hereinafter referred to as "Outside Counsel".

WHEREAS, on May 3, 2011, County and Outside Counsel entered into Legal Services Authorization R2011-0353-A for Outside Counsel services related to the Water Utilities Department's sustainable business plan, modification of service availability policies, ratemaking, and related matters (hereinafter the "Sustainable LSA"); and

WHEREAS, County and Outside Counsel wish to amend the Sustainable LSA to extend its term for one (1) additional year.

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

1. The recitals set forth above are true and correct and are incorporated herein by specific reference.
2. The section entitled "Terms of Performance/Deadline for Completion" of the Sustainable LSA is amended to reflect an expiration date of March 15, 2013.
3. All other provisions of the Sustainable LSA, dated May 3, 2011, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

Accepted by Outside Counsel:

WITNESSES:

SUNDSTROM, FRIEDMAN &
FUMERO, LLP

By: 
Signature

By: 
John Fumero

Thomas Mullin
Print Name

By: 
Signature

BERNICE TORRES
Print Name

**FIRST AMENDMENT TO LEGAL SERVICES AUTHORIZATION
R2011-0353-A**

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WHEREAS, on May 3, 2011, County and Outside Counsel entered into Legal Services Authorization R2011-0353-A for Outside Counsel services related to the Water Utilities Department's sustainable business plan, modification of service availability policies, ratemaking, and related matters (hereinafter the "Sustainable LSA"); and

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PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


By: 
Assistant County Attorney


Accepted by Outside Counsel:

WITNESSES:

SUNDSTROM, FRIEDMAN &
FUMERO, LLP

By: 
Signature
Thomas Mullin
Print Name

By: 
Signature
John Fumero

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WHEREAS, on May 3, 2011, County and Outside Counsel entered into Legal Services Authorization R2011-0353-B for miscellaneous Outside Counsel services related to complex utilities projects/agreements (the "Miscellaneous LSA"); and

WHEREAS, County and Outside Counsel wish to amend the Miscellaneous LSA to extend its term for one (1) additional year; and

WHEREAS, County and Outside Counsel wish to increase the not-to-exceed amount of the Miscellaneous LSA from \$20,000.00 to \$50,000.00.

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

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2. The section entitled "Terms of Performance/Deadline for Completion" of the Miscellaneous LSA is hereby amended to reflect an expiration date of March 15, 2013.
3. The not-to-exceed amount of the Miscellaneous LSA is hereby modified from \$20,000.00 to \$50,000.00.
4. Exhibit "A" to the Miscellaneous LSA is hereby replaced with the Revised Exhibit "A" attached hereto.
5. All other provisions of the Miscellaneous LSA, dated May 3, 2011, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

Accepted by Outside Counsel.


WITNESSES:

SUNDSTROM, FRIEDMAN &
FUMERO, LLP

By: 
Signature

By: 
John Fumero

Thomas Mullin
Print Name

By: 
Signature

BERNICE TORRES
Print Name

Revised Exhibit A

MISCELLANEOUS LEGAL SERVICES SCOPE OF WORK AND BUDGET
Agreement between Palm Beach County and Sundstrom, Friedman
& Fumero, LLP, for Legal Services – March 15, 2011

Background

Palm Beach County ("County") owns and operates one of the five largest water utilities in the State of Florida. The Palm Beach County Water Utilities Department ("Department") manages significant potable water, wastewater and reclaimed water systems serving more than 500,000 persons. From time to time the County Attorney's Office may request assistance from outside counsel to assist the Department and County Attorney's Office with on-going miscellaneous multi-phase legal services related to complex utility projects and agreements that are not covered under a specific legal services authorization. Work performed hereunder shall be provided at the behest of the County Attorney's Office.

Description of the Scope of Work

The County Attorney's Office has requested that Rose, Sundstrom & Bentley, LLP, provide advice and counsel regarding miscellaneous legal services relating to complex utility projects and agreements. This initial phase of the engagement will consist of conferring with Department staff and consultants, attending meetings and teleconferences, conducting legal research and preparing documents, whenever requested by the Department and authorized by the County Attorney's Office.

Miscellaneous Legal Services
March 20, 2012

Agreement Between Palm Beach County and
Sundstrom, Friedman & Fumero, LLP, for Legal Services

Task Description ¹	Personnel Hours			
	Attorneys	Paralegals	Law Clerks	Total
Advise the Department regarding miscellaneous legal services related to complex utility projects and agreements	192.5	12.5	12.5	217.5
Total	192.5	12.5	12.5	217.5

¹ None of these estimates include fees or costs associated with judicial or administrative litigation or appeals.

**ROSE, SUNDSTROM & BENTLEY, LLP
MISCELLANEOUS LEGAL SERVICES SCOPE OF WORK
BUDGET SUMMARY**

Position	Rate	Hours	Amount
Attorneys*	225	192.5	43,312.50
Paralegals	90	12.5	1,125.00
Law Clerks	60	12.5	750.00
Subtotal		217.5	45,187.50
Expenses			4,812.50
Total		217.5	50,000.00

* There is a blended rate for all RSB attorneys pursuant to the Agreement for Legal Services, dated March 15, 2011.

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R2011-0353-B**

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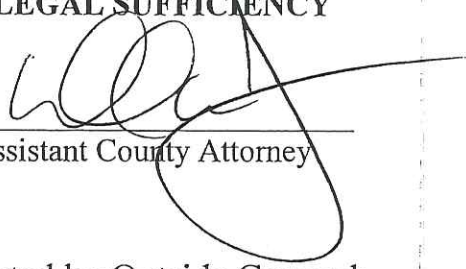
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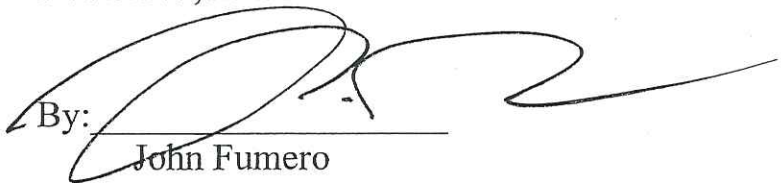
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Assistant County Attorney

Accepted by Outside Counsel:


WITNESSES:

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FUMERO, LLP

By: 
Signature

By: 
John Fumero

Thomas Mullin
Print Name

By: 
Signature

BERNICE TORRES
Print Name

Revised Exhibit A

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**INTEROFFICE COMMUNICATION
PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
BUDGET AVAILABILITY STATEMENT**

DATE: March 8, 2012

TO: Michael Jones, Assistant County Attorney

FROM: Guy Eggertsson, Fiscal Manager 1
Water Utilities Department

Guy Eggertsson

RE: Increase to Legal Services for Rose, Sunstrom & Bentley

FISCAL IMPACT ANALYSIS:

Summary of Fiscal Impact:

Is item included in current budget? Yes No

Budget Account Number:

Fund	Agency	Organization	Object	Amount
4001	720	1110	3125	\$30,000.00

Source of Funds:

Water Utility User Fees

**INTEROFFICE COMMUNICATION
PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
BUDGET AVAILABILITY STATEMENT**

DATE: March 8, 2012

TO: Michael Jones, Assistant County Attorney

FROM: Guy Eggertsson, Fiscal Manager 1
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Guy Eggertsson

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Source of Funds:

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