

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 16, 2012

☒ Consent ☐ Regular
☐ Public Hearing

Department:: Legislative Affairs

Submitted By: Legislative Affairs

Submitted For: Legislative Affairs

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendments to six (6) consulting/professional service contracts for state lobbying on behalf of Palm Beach County to extend the term for twelve months to September 30, 2013 for a total amount of \$195,000 as follows:

- A. Seventh Amendment to the contract with Akerman Senterfitt (R2005-2299) in the amount of \$27,500;
- B. Seventh Amendment to the contract with Pittman Law Group, P.L. (R2005-2301) in the amount of \$35,000;
- C. Seventh Amendment to the contract with Ericks Consultants, Inc. (R2005-2302) in the amount of \$27,500;
- D. Seventh Amendment to the contract with Corcoran and Associates, Inc. (R2005-2303) in the amount of \$35,000;
- E. Seventh Amendment to the contract with Moya Group, Inc. (R2005-2304) in the amount of \$35,000;
- F. Sixth Amendment to the contract with Foley and Lardner, LLP (R2006-2141) in the amount of \$35,000.

Summary: The original term of the contracts with Akerman Senterfitt, Pittman Law Group, Ericks Consultants, Corcoran and Associates and the Moya Group for state lobbying was for November 1, 2005 through October 31, 2006 with additional amendments extending the term through September 30, 2012. The original term of the contract for Foley and Lardner, LLP was November 1, 2006 through October 31, 2007 with additional amendments extending the term through September 30, 2012. The dollar amounts reflected in each contract are identical to the FY2012 contracts. Countywide (DW)

Background and Justification: The amendments to the state lobbyist contracts extend the term from October 1, 2012 through September 30, 2013.

Attachments:

- A. 7th amendment to the contract with Akerman Senterfitt
- B. 7th amendment to the contract with Pittman Law Group, P.L.
- C. 7th amendment to the contract with Ericks Consultants, Inc.
- D. 7th amendment to the contract with Corcoran and Associates, Inc.
- E. 7th amendment to the contract with Moya Group, Inc.
- F. 6th amendment to the contract with Foley and Lardner, LLP
- G. Budget Availability Statements

Recommended by: _____

Department Director

Date

9/28/12

Approved by: _____

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>195,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>195,000</u>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included In Current Budget? Yes <u>X</u> No _____					
Budget Account No.:	Fund <u>various</u>	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:

[Handwritten signature] 10/2/12
OFMB 10/1/12
10/1/12 cc 10/1/12
10/1/12 10/2/12

Contract Dev and Control 10/4/12

B. Legal Sufficiency:

10/9/12
Assistant County Attorney
Amendments have not yet been executed.

At the time of our review, these Amendments were not executed. Legislative Affairs is getting up dental insurance certificates.

C. Other Department Review:

Department Director

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

THIS SEVENTH AMENDMENT, dated _____ day of _____, 2012, 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, 5 and 6 extended the CONTRACT through September 30, 2012; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2013; and

WHEREAS, the total amount to be paid under this amendment for all services shall not exceed Twenty-Seven Thousand Five Hundred Dollars (\$27,500).

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, 2012 and complete all services by September 30, 2013. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 16, 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) 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.

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 Seventh 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 Seventh 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: _____
Shelley Vana, Chair

WITNESS:

CONSULTANT:

Signature

Company Name

Name (type or print)

Signature

Signature

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

EXHIBIT "A"

SCOPE OF WORK

During the 2013 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 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 2013, 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 2013, Akerman Senterfitt is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2014 session.

Dated: October 16, 2012

EXHIBIT "B"

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
12/2012	2,750.00	2,750.00
1/2013	2,750.00	5,500.00
2/2013	2,750.00	8,250.00
3/2013	2,750.00	11,000.00
4/2013	2,750.00	13,750.00
5/2013	2,750.00	16,500.00
6/2013	2,750.00	19,250.00
7/2013	2,750.00	22,000.00
8/2013	2,750.00	24,750.00
9/2013	2,750.00	27,500.00

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

THIS SEVENTH AMENDMENT, dated _____ day of _____, 2012 to the Contract of Pittman Law Group, P.L. (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, P.L., 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, 5 and 6 extended the CONTRACT through September 30, 2012; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2013; 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, 2012 and complete all services by September 30, 2013. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 16, 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) 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.

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 SEVENTH 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 Seventh 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: _____
Shelley Vana, Chair

WITNESS:

CONSULTANT:

Signature

Company Name

Name (type or print)

Signature

Signature

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 2013 Legislative Session and through the remainder of the veto period of the Legislature, Pittman Law Group, P.L. has been asked to work on the following issues as they relate to Palm Beach County.

Sean A. Pittman of Pittman Law Group, P.L. will be assigned to work on issues and legislation related to the Glades Utility Authority, economic development, funding for homeless and senior related issues, 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, P.L. 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 2013, Pittman Law Group, P.L. 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 2013, Pittman Law Group, P.L. is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2014 session.

Dated: October 16, 2012

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
12/2012	3,500.00	3,500.00
1/2013	3,500.00	7,000.00
2/2013	3,500.00	10,500.00
3/2013	3,500.00	14,000.00
4/2013	3,500.00	17,500.00
5/2013	3,500.00	21,000.00
6/2013	3,500.00	24,500.00
7/2013	3,500.00	28,000.00
8/2013	3,500.00	31,500.00
9/2013	3,500.00	35,000.00

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

THIS SEVENTH AMENDMENT, dated _____ day of _____, 2012, to the Contract of Ericks Consultants, Inc., (R2005-2302) by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Ericks Consultants, Inc., 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, 5 and 6 extended the CONTRACT through September 30, 2012; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2013; and

WHEREAS, the total amount to be paid under this amendment for all services shall not exceed Twenty-Seven Thousand Five Hundred Dollars (\$27,500).

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, 2012 and complete all services by September 30, 2013. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 16, 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) 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.

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 Seventh 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 Seventh 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: _____
Shelley Vana, Chair

WITNESS:

CONSULTANT:

Signature

Company Name

Name (type or print)

Signature

Signature

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 2013 Legislative Session and through the remainder of the veto period of the Legislature, Ericks Consultants, Inc., has been asked to work on the following issues as they relate to Palm Beach County.

Candice Ericks of Ericks Consultants, Inc., will be assigned to work on issues and legislation related to Transportation and Transportation Disadvantaged funding, Florida Retirement System funding, and transit related issues for Tri Rail and Palm Tran. As the County develops and approves its final legislative priorities, this scope of work will be amended to include specific legislative assignments.

During the course of Session, issues may arise that are in addition to the list of county priorities. Ericks Consultants, Inc. 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, Inc. 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 2013, Ericks Consultants, Inc. 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 2013, Ericks Consultants, Inc., is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2014 session.

Dated: October 16, 2012

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
12/2012	2,750.00	2,750.00
1/2013	2,750.00	5,500.00
2/2013	2,750.00	8,250.00
3/2013	2,750.00	11,000.00
4/2013	2,750.00	13,750.00
5/2013	2,750.00	16,500.00
6/2013	2,750.00	19,250.00
7/2013	2,750.00	22,000.00
8/2013	2,750.00	24,750.00
9/2013	2,750.00	27,500.00

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

THIS SEVENTH AMENDMENT, dated _____ day of _____, 2012, to the Contract of Corcoran & Associates, Inc., (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, 5, and 6 extended the CONTRACT through September 30, 2012; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2013; 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, 2012 and complete all services by September 30, 2013. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 16, 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) 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.

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 Seventh 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 Seventh 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: _____
Shelley Vana, Chair

WITNESS:

CONSULTANT:

Signature

Company Name

Name (type or print)

Signature

Signature

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
Director, Legislative Affairs

EXHIBIT "A"

SCOPE OF WORK

During the 2013 Legislative Session and through the remainder of the veto period of the Legislature, Corcoran & Associates, Inc. has been asked to work on the following issues as they relate to Palm Beach County.

Mike Corcoran of Corcoran & Associates, Inc. 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, Inc. 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, Inc. 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 2013, Corcoran & Associates, Inc. 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 2013, Corcoran & Associates, Inc. is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2014 session.

Dated: 10/16/2012

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
12/2012	3,500.00	3,500.00
1/2013	3,500.00	7,000.00
2/2013	3,500.00	10,500.00
3/2013	3,500.00	14,000.00
4/2013	3,500.00	17,500.00
5/2013	3,500.00	21,000.00
6/2013	3,500.00	24,500.00
7/2013	3,500.00	28,000.00
8/2013	3,500.00	31,500.00
9/2013	3,500.00	35,000.00

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

THIS SEVENTH AMENDMENT, dated _____ day of _____, 2012, to the Contract of Moya Group, Inc. (R2005-2304) by and between Palm Beach County, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Moya Group, Inc., 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, 5 and 6 extended the CONTRACT through September 30, 2012; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2013; 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, 2012 and complete all services by September 30, 2013. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 16, 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) 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.

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 Seventh 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 Seventh 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: _____
Shelley Vana, Chair

WITNESS:

CONSULTANT:

Signature

Company Name

Name (type or print)

Signature

Signature

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

In preparation for and during the 2013 Legislative Session and through the remainder of the veto period of the Legislature, Moya Group, Inc. has been asked to work on the following issues as they relate to Palm Beach County.

Christopher Moya of Moya Group, Inc. 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 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. Moya Group, Inc. 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, Moya Group, Inc. 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 2013, Moya Group, Inc. 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 2013, Moya Group, Inc. is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2014 session.

Dated: October 16, 2012

EXHIBIT "B"

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
12/2012	3,500.00	3,500.00
1/2013	3,500.00	7,000.00
2/2013	3,500.00	10,500.00
3/2013	3,500.00	14,000.00
4/2013	3,500.00	17,500.00
5/2013	3,500.00	21,000.00
6/2013	3,500.00	24,500.00
7/2013	3,500.00	28,000.00
8/2013	3,500.00	31,500.00
9/2013	3,500.00	35,000.00

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

THIS SIXTH AMENDMENT dated _____ day of _____, 2012, 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, located at 106 East College Avenue, Suite 900, Tallahassee, Florida 32301, 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 17, 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, 4, and 5 extended the CONTRACT through September 30, 2012; and,

WHEREAS, the parties desire to extend the CONTRACT through September 30, 2013; 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, 2012 and complete all services by September 30, 2013. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 16, 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) 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.

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: _____
Shelley Vana, Chair

WITNESS:

CONSULTANT:

Signature

Company Name

Name (type or print)

Signature

Signature

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
Director of Legislative Affairs

EXHIBIT "A"

SCOPE OF WORK

During the 2013 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 2013, 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 2013, Foley & Lardner, LLP is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2014 session.

Dated: October 16, 2012

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
12/2012	3,500.00	3,500.00
1/2013	3,500.00	7,000.00
2/2013	3,500.00	10,500.00
3/2013	3,500.00	14,000.00
4/2013	3,500.00	17,500.00
5/2013	3,500.00	21,000.00
6/2013	3,500.00	24,500.00
7/2013	3,500.00	28,000.00
8/2013	3,500.00	31,500.00
9/2013	3,500.00	35,000.00

LEGISLATIVE AFFAIRS
BUDGET AVAILABILITY STATEMENT
Library Department

REQUEST DATE: 10/01/2012

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)

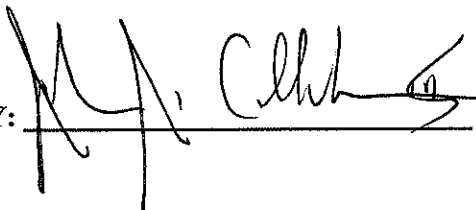
FUND: 1180

DEPT: 320

UNIT: 3200

OBJ: 3401

BAS APPROVED BY:



DATE:

9/27/12

LEGISLATIVE AFFAIRS
BUDGET AVAILABILITY STATEMENT
Water Utilities

REQUEST DATE: 10/01/12 **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: Debra M. West **DATE:** 9/26/12

LEGISLATIVE AFFAIRS
BUDGET AVAILABILITY STATEMENT
Airports Department

REQUEST DATE: 10/01/12

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 Sumi*

DATE: 9/27/12

LEGISLATIVE AFFAIRS
BUDGET AVAILABILITY STATEMENT
Fire Rescue

REQUEST DATE: 10/01/2012 **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

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 1300 **DEPT:** 440 **UNIT:** 4215 **OBJ:** 3101

BAS APPROVED BY:  **DATE:** 9/24/12

* Availability of funds is contingent upon OFMB approval of non-board transfer from Fire Rescue Contingency Reserves