

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: N/A

Fiscal Years	20 <u>13</u>	20 <u>14</u>	20 <u>15</u>	20 <u>16</u>	20 <u>17</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>(5,500)</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$5500)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 645 Unit 6450
 Object 3101 Reporting Category _____
 Total Amount per this line item: \$750.00

Budget Account No.: Fund 4001 Department 720 Unit 1110
 Object 3101 Reporting Category _____
 Total Amount per this line item: \$4750.00

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

This item has a positive fiscal impact to the County resulting in a \$5500 savings. No funding sources are needed.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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



 OFMB KD 8/29 8/29



 Contract Dev. and Control

B. Legal Sufficiency:



 Assistant County Attorney 8/30/13



Legislative Affairs

301 North Olive Avenue, Suite 1101.4
West Palm Beach, FL 33401
(561) 355-3451
FAX: (561) 355-3982
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Steven L. Abrams, Chairman
Priscilla A. Taylor, Vice Chair
Hal R. Valeche
Paulette Burdick
Shelley Vana
Mary Lou Berger
Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

August 1, 2013

Richard L. Spees
Chair, Government Affairs and Public Policy Practice Group
Akerman Senterfitt
One S.E. Third Avenue, 25th FL
Miami, FL 33131

**RE: SEVENTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BY
AND BETWEEN PALM
BEACH COUNTY, FLORIDA AND AKERMAN SENTERFITT**

Dear Mr. Spees:

Thank you for Akerman's long term service working with Palm Beach County as a member of our state lobbying team. We appreciate the attention and service provided to the County by the members of your government affairs practice group, specifically Michael Abrams, Monica Rodriguez, and Fatima Perez.

Although two of our primary contacts at the firm, Mr. Abrams and Ms. Rodriguez, left Akerman during the middle of the 2013 legislative session, we continued to utilize the services of your firm. Ms. Fatima Perez handled most of the needs of our contract. Now that Ms. Perez has departed, we believe it is in our best interest to request you stop work on the Palm Beach County contract as of today. We will present an item to our Board of County Commissioners requesting to terminate the contract effective August 1, 2013 as the scope of work agreed to in the most recent contract amendment can no longer be met due to the absence of the key members who agreed to and signed the original contract.

Should you require additional documentation, please forward them to my attention and we will provide any requested information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd J. Bonlarron".

Todd J. Bonlarron
Director



Neisen O. Kasdin

Akerman Senterfitt
One Southeast Third Avenue
Suite 2500
Miami, FL 33131-1714
Tel: 305.374.5600
Fax: 305.374.5095

August 7, 2013

Attention: Todd Bonlarron
Legislative Affairs Director
State of Florida, Palm Beach County
301 N. Olive Avenue, Suite 1101
West Palm Beach, FL 33401

Re: State of Florida, Palm Beach County / State Legislative Representation
CM: 42261/182379

Dear Mr. Bonlarron:

Our records indicate that the work performed at Akerman Senterfitt on the above-referenced matter is completed and the matter is now closed.

If you have any questions or I can be of any service, please feel free to contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read "Neisen O. Kasdin", written over the word "Sincerely,".

Neisen O. Kasdin
Office Managing Shareholder

akerman.com

BOCA RATON DALLAS DENVER FORT LAUDERDALE JACKSONVILLE LAS VEGAS LOS ANGELES MADISON MIAMI NAPLES
NEW YORK ORLANDO PALM BEACH SALT LAKE CITY TALLAHASSEE TAMPA TYSONS CORNER WASHINGTON, D.C.
WEST PALM BEACH

{26869370;1}

R2012-11451 OCT 16 2012

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

THIS SEVENTH AMENDMENT, dated 10th day of October, 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.

R2012:1451 OCT 16 2012

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: [Signature]
Deputy Clerk

By: [Signature]
Shelley Vana, Chair



WITNESS:
[Signature]
Signature

Melissa McKinley
Name (type or print)

[Signature]
Signature

RACHAEL ONDEUR
Name (type or print)

CONSULTANT:
Akerman Senterfitt
Company Name

[Signature]
Signature

Michael I. Abrams
Typed Name

Co-Chair National Government Affairs & Public Policy Practice 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. Bonfarron

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"

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

STATE OF FLORIDA, COUNTY OF PALM BEACH
 I, SHARON R. BOCK, Clerk and Comptroller
 certify this to be a true and correct copy of the original
 filed in my office on OCT 16 2012
 dated at West Palm Beach, FL on 10-18-12
 By: [Signature]
 Deputy Clerk

