

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 1, 2013

[X] 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 five (5) consulting/professional service contracts for state lobbying on behalf of Palm Beach County to extend the term for twelve months to September 30, 2014 for a total amount of \$175,000 as follows:

- A. Eighth Amendment to the contract with Pittman Law Group, P.L. (R2005-2301) in the amount of \$35,000;
- B. Eighth Amendment to the contract with Ericks Consultants, Inc. (R2005-2302) in the amount of \$35,000;
- C. Eighth Amendment to the contract with Corcoran and Associates, Inc. (R2005-2303) in the amount of \$35,000;
- D. Eighth Amendment to the contract with Moya Group, Inc. (R2005-2304) in the amount of \$35,000;
- E. Seventh 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 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, 2013. 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, 2013. The dollar amounts reflected in each contract are identical to the FY2013 contracts except for the Ericks Consulting Contract, which has been raised based on a review of the firm's performance to match the remaining four contracts. Countywide (DW)

**Background and Justification:** The amendments to the state lobbyist contracts extend the term from October 1, 2013 through September 30, 2014.

**Attachments:**

- A. 8<sup>th</sup> amendment to the contract with Pittman Law Group, P.L.
- B. 8<sup>th</sup> amendment to the contract with Ericks Consultants, Inc.
- C. 8<sup>th</sup> amendment to the contract with Corcoran and Associates, Inc.
- D. 8<sup>th</sup> amendment to the contract with Moya Group, Inc.
- E. 7<sup>th</sup> amendment to the contract with Foley and Lardner, LLP
- F. Budget Availability Statements


Recommended by:



Department Director

9/16/13  
Date

Approved by:



Assistant County Administrator

Date

## **II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs		175,000			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		175,000			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X 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	\$ 7,500.00
Water Utilities	4001-720-1110-3101	\$67,500.00
Fire Rescue	1300-440-4200-3101	\$40,000.00

### C. Departmental Fiscal Review:

### III. REVIEW COMMENTS

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

[Signature] 9/24/2013  
 AM 9/23 cc 9/23  
 OFMB RU 9/23  
 9/23 9/23 9/23  
 Contract Dev. and Control  
 At the time of our review

**B. Legal Sufficiency:**

See CDC's comments

  
Assistant County Attorney

Dr. J. Jacobson 9/24/13  
Contract Dev. and Control  
At the time of our review  
the Amendments were not  
available. Legislative Affairs  
will obtain updated  
Insurance Certificates.

**C. Other Department Review:**

**Department Director**

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

**THIS EIGHTH AMENDMENT**, dated \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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, 6 and 7 extended the CONTRACT through September 30, 2013; and,

**WHEREAS**, the parties desire to extend the CONTRACT through September 30, 2014; and,

**WHEREAS**, the parties desire to revise Article 13 REMEDIES to include a paragraph to address third party beneficiary rights; 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, 2013 and complete all services by September 30, 2014. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 1, 2013, 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.

3. Article 13, REMEDIES, is hereby amended to read as follows:

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and

each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

4. Article 21, NONDISCRIMINATION, is hereby amended as follows:

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, gender identity and expression, or sexual orientation.

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 EIGHTH 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 Eighth 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

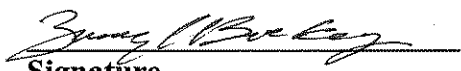
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

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

By: \_\_\_\_\_  
Steven L. Abrams, Mayor


WITNESS:

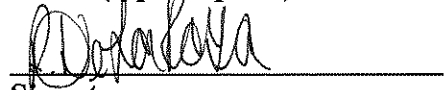
CONSULTANT:

  
Signature

The Maya Group  
Company Name

Emily C. Buckley  
Name (type or print)

  
Signature

  
Signature

Christopher P. Maya  
Typed Name

Rebecca DeLaRosa  
Name (type or print)


President  
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 2014 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 2014, 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 2014, Moya Group, Inc. is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2015 session.

Dated: October 1, 2013

**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
12/2013	3,500.00	3,500.00
1/2014	3,500.00	7,000.00
2/2014	3,500.00	10,500.00
3/2014	3,500.00	14,000.00
4/2014	3,500.00	17,500.00
5/2014	3,500.00	21,000.00
6/2014	3,500.00	24,500.00
7/2014	3,500.00	28,000.00
8/2014	3,500.00	31,500.00
9/2014	3,500.00	35,000.00



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

**THIS EIGHTH AMENDMENT**, dated \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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, 6 and 7 extended the CONTRACT through September 30, 2013; and,

**WHEREAS**, the parties desire to extend the CONTRACT through September 30, 2014; and

**WHEREAS**, the parties desire to revise Article 13 REMEDIES to include a paragraph to address third party beneficiary rights; 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, 2013 and complete all services by September 30, 2014. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 1, 2013, 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.

3. Article 13, REMEDIES, is hereby amended to read as follows:

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and

each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

4. Article 21, NONDISCRIMINATION, is hereby amended as follows:

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, gender identity and expression, or sexual orientation.

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 EIGHTH 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 Eighth 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: \_\_\_\_\_  
Steven L. Abrams, Mayor

WITNESS:

CONSULTANT:

Janet Clark Morris  
Signature

Ericks Consultants, Inc.  
Company Name

JANET CLARK MORRIS  
Name (type or print)

[Signature]  
Signature

[Signature]  
Signature

Cardice D. Ericks  
Typed Name

Jim Henry  
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. Bonlarron  
Legislative Affairs Director

## **EXHIBIT "A"**

### **SCOPE OF WORK**

During the 2014 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. In addition, Ericks Consultants, Inc. 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. 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 2014, 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 2014, Ericks Consultants, Inc., is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2015 session.

Dated: October 1, 2013

**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
12/2013	3,500.00	3,500.00
1/2014	3,500.00	7,000.00
2/2014	3,500.00	10,500.00
3/2014	3,500.00	14,000.00
4/2014	3,500.00	17,500.00
5/2014	3,500.00	21,000.00
6/2014	3,500.00	24,500.00
7/2014	3,500.00	28,000.00
8/2014	3,500.00	31,500.00
9/2014	3,500.00	35,000.00

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

**THIS EIGHTH AMENDMENT**, dated \_\_\_\_\_ day of \_\_\_\_\_, 2013 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, 6 and 7 extended the CONTRACT through September 30, 2013; and,

**WHEREAS**, the parties desire to extend the CONTRACT through September 30, 2014; and,

**WHEREAS**, the parties desire to revise Article 13 REMEDIES to include a paragraph to address third party beneficiary rights; 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, 2013 and complete all services by September 30, 2014. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 1, 2013, 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.

3. Article 13, REMEDIES, is hereby amended to read as follows:

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and



each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

4. Article 21, NONDISCRIMINATION, is hereby amended as follows:

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, gender identity and expression, or sexual orientation.

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 EIGHTH 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 Eighth 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: \_\_\_\_\_  
Steven L. Abrams, Mayor

WITNESS:

CONSULTANT:

Sherese Gannus  
Signature

Sherese Gannus  
Name (type or print)

[Signature]  
Signature

Alexander Basso  
Name (type or print)

Pittman Law Group  
Company Name

[Signature]  
Signature

Sean PITTMAN  
Typed Name

CED  
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 2014 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 2014, 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 2014, 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 2015 session.

Dated: October 1, 2013

**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
12/2013	3,500.00	3,500.00
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3/2014	3,500.00	14,000.00
4/2014	3,500.00	17,500.00
5/2014	3,500.00	21,000.00
6/2014	3,500.00	24,500.00
7/2014	3,500.00	28,000.00
8/2014	3,500.00	31,500.00
9/2014	3,500.00	35,000.00

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

**THIS SEVENTH AMENDMENT** dated \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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, 5, and 6 extended the CONTRACT through September 30, 2013; and,

**WHEREAS**, the parties desire to extend the CONTRACT through September 30, 2014; and,

**WHEREAS**, the parties desire to revise Article 13 REMEDIES to include a paragraph to address third party beneficiary rights; 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, 2013 and complete all services by September 30, 2014. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 1, 2013, 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.

3. Article 13, REMEDIES, is hereby amended to read as follows:

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and

each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

4. Article 21, NONDISCRIMINATION, is hereby amended as follows:

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, gender identity and expression, or sexual orientation.

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

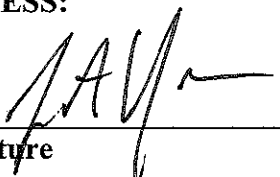
PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

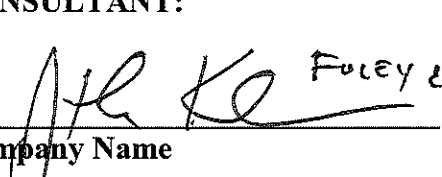
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Steven L. Abrams, Mayor

WITNESS:

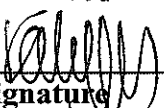
CONSULTANT:

  
\_\_\_\_\_  
Signature

 FOLEY & LARDNER LLP  
\_\_\_\_\_  
Company Name

Jon A Yapo  
\_\_\_\_\_  
Name (type or print)

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

JONATHAN KILMAN  
\_\_\_\_\_  
Typed Name

Kate Flum  
\_\_\_\_\_  
Name (type or print)

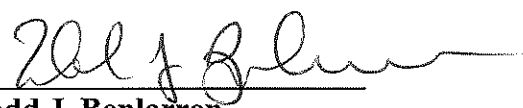
PARTNER  
\_\_\_\_\_  
Title

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 2014 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.

Jonathan Kilman 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, Agency for Health Care Administration 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.

Jonathan Kilman 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 2014, 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 2014, Foley & Lardner, LLP is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2015 session.

Dated: October 1, 2013

**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
12/2013	3,500.00	3,500.00
1/2014	3,500.00	7,000.00
2/2014	3,500.00	10,500.00
3/2014	3,500.00	14,000.00
4/2014	3,500.00	17,500.00
5/2014	3,500.00	21,000.00
6/2014	3,500.00	24,500.00
7/2014	3,500.00	28,000.00
8/2014	3,500.00	31,500.00
9/2014	3,500.00	35,000.00

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

**THIS EIGHTH AMENDMENT**, dated \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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 21748 SR 54, Ste. 102, Lutz, Florida 33549, 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, 6, and 7 extended the CONTRACT through September 30, 2013; and,

**WHEREAS**, the parties desire to extend the CONTRACT through September 30, 2014; and,

**WHEREAS**, the parties desire to revise Article 13 REMEDIES to include a paragraph to address third party beneficiary rights; 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, 2013 and complete all services by September 30, 2014. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A" dated October 1, 2013, 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.

3. Article 13, REMEDIES, is hereby amended to read as follows:

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and

each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

4. Article 21, NONDISCRIMINATION, is hereby amended as follows:

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, gender identity and expression, or sexual orientation.

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 EIGHTH 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 Eighth 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: \_\_\_\_\_  
Steven L. Abrams, Mayor

WITNESS:

CONSULTANT:

Amanda Stewart  
Signature

Corcoran + Johnston  
Company Name

Amanda Stewart  
Name (type or print)

Jeff Johnston  
Signature

Celeste Camm  
Signature

Jeff Johnston  
Typed Name

Celeste Camm  
Name (type or print)

Managing Partner  
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  
Director, Legislative Affairs

## **EXHIBIT "A"**

### **SCOPE OF WORK**

During the 2014 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. In addition, Corcoran & Associates, Inc. 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. 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 2014, 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 2014, Corcoran & Associates, Inc. is expected to work with the County and State Departments in helping to develop and advocate legislative priorities for the 2015 session.

Dated: 10/1/2013

**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.

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12/2013	3,500.00	3,500.00
1/2014	3,500.00	7,000.00
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4/2014	3,500.00	17,500.00
5/2014	3,500.00	21,000.00
6/2014	3,500.00	24,500.00
7/2014	3,500.00	28,000.00
8/2014	3,500.00	31,500.00
9/2014	3,500.00	35,000.00



**LEGISLATIVE AFFAIRS**  
**BUDGET AVAILABILITY STATEMENT**  
**Fire Rescue**

REQUEST DATE: 10/01/2013      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: 4209      OBJ: 3101

BAS APPROVED BY: \_\_\_\_\_

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

\* 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:** 10/01/13

**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./ Ericks Consultants

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

Lobbyist Consultant Services

**CONSTRUCTION:**

**PROFESSIONAL SERVICES:**

Ericks Consulting, Inc.	\$17,500
Corcoran & Associates	\$16,250
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:**

Delira M. West

**DATE:**

9/24/13

**LEGISLATIVE AFFAIRS**  
**BUDGET AVAILABILITY STATEMENT**  
**Library Department**

**REQUEST DATE:** 10/01/2013

**REQUESTED BY:** Legislative Affairs

**PHONE:** 355-3452

**FAX:** 355-3982

**ORIGINAL CONTRACT/ANNUAL AMOUNT:** \$25,000

**REQUESTED AMOUNT:** \$25,000

**CONSULTANT/CONTRACTOR:** Corcoran & Associates and 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:**

Corcoran & Associates	\$ 18,750
The Moya Group	\$ 6,250

**STAFF COSTS:**  
**MISC.:**  
**TOTAL:** \$25,000

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

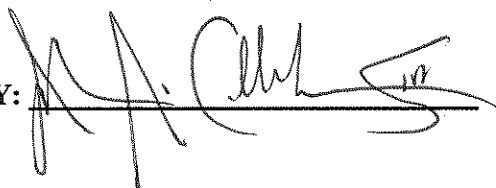
**FUND:** 1180

**DEPT:** 320

**UNIT:** 3200

**OBJ:** 3401

**BAS APPROVED BY:**



**DATE:**

9/30/13

**LEGISLATIVE AFFAIRS**  
**BUDGET AVAILABILITY STATEMENT**  
**Airports Department**

**REQUEST DATE:** 10/01/13

**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 Sumner*

**DATE:**

9/20/13