

☒ Consent ☐ Regular
☐ Public Hearing

Department

Submitted By: COUNTY ATTORNEY
Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 4 to the Agreement (R-2010-1221) with the law firm of Nabors Giblin & Nickerson, P.A. ("Attorney), to provide disclosure counsel and related legal services for the following three County financings: (a) the Water and Sewer Refunding Revenue Bonds, Series 2015; (b) the Public Improvement Revenue Refunding Bonds, Series 2015; and (c) the Convention Center Parking Garage Bonds, Series 2015.

Summary: The Attorney was selected as disclosure counsel for the above County financings by the County Financing Committee at the November 24, 2014 meeting. This Amendment No. 4 confirms that selection by amending the Agreement for disclosure counsel and related legal services between Palm Beach County and the Attorney. Payment for legal services in connection with the financings will be as provided for in the Agreement. This Amendment also revises provisions in the Agreement to comply with current County policies. Countywide (PFK)

Background and Justification: Legal services are required by the County for the above referenced financings.

Attachments:

1. Amendment No. 4 to Agreement (R-2010-1221)

Recommended by:

County Attorney

Date _____

Approved by:

N/A

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>*</u> _____	_____	_____	_____	_____
	*See Below				
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____

Reporting Category _____

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

C. Departmental Fiscal Review: *Attorneys fees and costs will be paid from the proceeds of the sale of the bonds and cannot be estimated at this time.

III. REVIEW COMMENTS

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

Laura Heary 12/2/14
OFMB
12/2 SB 12/2
Mr. J. Jacobson 12/15/14
Contract Development and Control
12-15-14 B. Wheeler

B. Legal Sufficiency:

Paul F. K. 11/26/14
Assistant County Attorney

C. Other Department Review:

Department Director

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

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**AMENDMENT NO. 4
TO AGREEMENT BETWEEN PALM BEACH COUNTY
AND NABORS GIBLIN & NICKERSON, P.A.
FOR DISCLOSURE COUNSEL AND RELATED LEGAL SERVICES**

This Amendment No. 4, dated _____, 2015 amends Agreement R-2010-1221 ("Agreement"), as amended by R-2011-0867, R-2012-1359 and by R-2013-0854, by and between Palm Beach County ("County") and Nabors Giblin & Nickerson, P.A. ("Attorney"), as follows:

Attorney shall serve as disclosure counsel and provide other related legal services for the following three County financings: (a) the Water and Sewer Refunding Revenue Bonds, Series 2015; (b) the Public Improvement Revenue Refunding Bonds, Series 2015; and (c) the Convention Center Parking Garage Bonds, Series 2015. Attorney shall be compensated as provided for in the Agreement.

Subsection 5(e) of the Agreement is replaced with the following language:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Attorney, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 10(a) of the Agreement is replaced with the following language:

The Attorney represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Attorney further represents that no person having any such conflict of interest shall be employed for said performance of services.

Section 11 of the Agreement is amended to add the following language:

No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or Attorney.

Section 13 of the Agreement is replaced with the following language:

The Attorney 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, sexual orientation, gender identity and expression, or genetic information.

The last paragraph of Section 19 of the Agreement is replaced with the following:

The Attorney agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach Code and will allow the County to inspect such records.

The amendment is effective as of November 24, 2014.

Except as provided above, the Agreement, as amended, remains in full force and effect.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

WITNESS:

ATTORNEY:
NABORS GIBLIN & NICKERSON, P.A.

Bobbie Cuyp
(Signature)

By: [Signature]

Bobbie Cuyp
Name (Type or Print)

MARK MUSTIAN
Name (Type or Print)

SHAREHOLDER
Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Paul F. [Signature]
County Attorney