

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: 01/13/2015 [X] Consent [ ] Regular  
[ ] Public Hearing  
Department  
Submitted By: COUNTY ATTORNEY  
Submitted For:

I. EXECUTIVE BRIEF

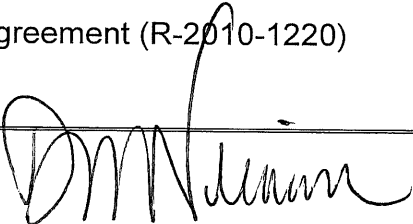
**Motion and Title:** Staff recommends motion to approve: Amendment No. 4 to the Agreement (R-2010-1220) with the law firm of Greenspoon Marder, P.A. ("Attorney"), to provide bond counsel and related legal services for the Convention Center Parking Garage Revenue Bonds, Series 2015 (the "Bonds").

**Summary:** The Attorney was selected as bond counsel for the Bonds by the County Financing Committee at the November 24, 2014 meeting. This Amendment No. 4 confirms that selection by amending the Agreement for bond counsel and related legal services between Palm Beach County and the Attorney. Payment for the legal services in connections with the bond issuance 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 Policy Issues:** Legal services are required by the County for the above reference financing.

**Attachments:**

1. Amendment No. 4 to Agreement (R-2010-1220)

Recommended by:  12-12-14  
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	_____ *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:

Susan Henry 12/15/14  
OFMB  
12/15 8/2 12/15

Dr. J. Jacobson 12/23/14  
Contract Development and Control  
12-22-14 (Schneider)

### B. Legal Sufficiency:

Paul F. F. 12/12/14  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

G:\WPDATA\ENG\PFK\BONDS\AGREEMENT\bcagmts2014\GM.AIS.BC.Amend4.doc

**AMENDMENT NO. 4  
TO AGREEMENT BETWEEN PALM BEACH COUNTY  
AND GREENSPOON MARDER, P.A.  
FOR BOND COUNSEL AND RELATED LEGAL SERVICES**

**This Amendment No.4**, dated \_\_\_\_\_, 2015 amends Agreement R-2010-1220 (“Agreement”), as amended by R-2011-0863, assigned by R-2012-0039, and further amended by R-2012-1596 and R-2013-0853, by and between Palm Beach County (“County”) and Greenspoon Marder, P.A. (“Attorney”), as follows:

Attorney shall serve as bond counsel and provide other related legal services for the Convention Center Parking Garage Revenue Bonds, Series 2015 (the “Bonds”).

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.

This amendment is effective as of November 24, 2014.

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

ATTEST:

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

Sharon R. Bock, Clerk & Comptroller

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

By: \_\_\_\_\_  
Shelley Vana, Mayor

WITNESS:

ATTORNEY:  
GREENSPOON MARDER, P.A.

  
(Signature)

By: 

Toni Gresham  
Name (Type or Print)

Morris G. Miller  
Name (Type or Print)

Vice-President  
Title

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
County Attorney