

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	218,015	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Inc. (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	218,015	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 0001 Department 280 Unit 2100 Object 1201
Reporting Category _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

The contract costs are included in the FY 2016 budget. The fiscal impact reflected in Section II A is base pay only and does not include benefit costs, deferred compensation and car allowance.

AD mg
10/13
10/13
OFMB 10/13

J. S. Jacobson
Contract Development and Control
10/16/15
Broader 10/16-15

B. Legal Sufficiency:

[Signature]
Chief Assistant County Attorney

C. Other Department Review:

n/a
Department Director

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

(Continued from Page 1: **Background and Policy Issues**)

Through the County Attorney's leadership, management, and organizational skills, the CAO continues to be a highly respected law firm. We are known by the judiciary, the legal community, and members of the public to be professional, responsive, dedicated, competent, ethical, and hardworking. Even though we are doing more with less in each passing year, our work quality remains consistently excellent.

The CAO's litigation section and appellate team's track record continues to be outstanding, achieving many favorable results on behalf of the County. Your non-litigators have also done extraordinary work in hopefully preventing litigation through strong contract, ordinance and other document drafting and legal counsel. The CAO provides training to County departments as a preventive measure.

The CAO is actively involved in the legal community and various associations, including the Florida Association of County Attorneys (FACA).

Believing it is important to give back to our community, many attorneys are personally involved in various charities and other similar organizations. As a collective group, the CAO's "dress down days" resulted in hundreds of dollars of donations to various charities. The office also participated in, and received recognition for, the Angel Tree Program through the Salvation Army, donating hundreds of dollars' worth of gifts to children during the holidays. We are active supporters of the United Way through paycheck deductions and event participation, and have unofficially adopted the County's Youth Services Department as our cause. We have donated stuffed animals, school supplies, sports equipment, and Halloween pumpkins to Youth Services. The County Attorney serves as Chair of the St. Mary's Medical Center Board of Governors, a Neonatal Intensive Care Unit (NICU) baby cuddler, and Chair of the Town of Jupiter's Beach Committee.

Amendment No. 15 to the Contract
Between Palm Beach County and
Denise M. Nieman, County Attorney

This Amendment No. 15 dated _____, to the Contract dated June 14, 1996 (R96-0714D) between Palm Beach County, a political subdivision of the State of Florida (hereinafter "County"), and Denise Marie Nieman, Esq. (hereinafter "County Attorney"), an individual residing at 111 E. Tarpon Lane, Jupiter, Florida 33477.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into an employment contract (R96-0714D) dated June 4, 1996 (hereinafter "the Contract"); and

WHEREAS, the parties have amended the Contract fourteen times; and

WHEREAS, the current Contract expires December 31, 2016; and

WHEREAS, the parties desire to extend the term at this time for continuity of service.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other such good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties agree as follows:

1. Paragraph 1 is amended as follows:

The County shall employ Denise M. Nieman, Esq., as the Palm Beach County Attorney pursuant to Section 4.3 of the Palm Beach County Charter for a term commencing October 1, 2015, and terminating October 31, 2021. The County shall pay the County Attorney an annual salary of \$218,015.20 (current FY2016 salary) plus in subsequent years any increase in salary in the same percentage as provided other County employees as determined by the Board of County Commissioners during its budget process, and shall make a continuing contribution on behalf of the County Attorney into the NACO Deferred

Compensation Program in the maximum amount allowable by law, inclusive of any catch-up provisions. In addition, the County shall pay the County Attorney a car allowance of five hundred dollars (\$500.00) per month. The County Attorney shall notify the Board of the upcoming expiration of this Contract 120 days prior to the expiration date. Should the County Attorney desire to terminate this Contract prior to its expiration date, the County Attorney shall provide 120 days' written notice to the County.

2. Paragraph 5. is amended as follows:

The County shall continue to provide the County Attorney with all benefits accruing to County employees under the Rules and Regulations for the Personnel Management System of Palm Beach County for administrative and executive positions including any benefits previously accrued, except to the extent modified by this Agreement; provided, however, that the County Attorney shall be exempt from all other employee management provisions of the Rules and Regulations for the Personnel Management System. The County Attorney shall be entitled to the same health, life and disability insurance; sick, annual and other leave; and other fringe County benefits as now exist or as are amended to apply to employees of similar position and shall be entitled to increase and accrue such benefits in accordance with standard County policy relative to long-term employment with the County. Notwithstanding the above, any sick leave in excess of 1,000 hours, not to exceed 120 hours per year, may be converted to vacation leave. The County Attorney shall be entitled to the same retirement benefits and pension system contributions as are provided to the County Administrator.

3. Paragraphs 10.B. and D. related to renewals and Paragraph 10.C. related to resuming a comparable position if terminated are deleted in their entirety.
4. All other terms and conditions of the Contract shall remain in full force and effect.

5. This Amendment shall be effective upon execution hereof by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the day set forth above.

ATTEST:
Sharon R. Bock, Clerk & Comptroller


PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

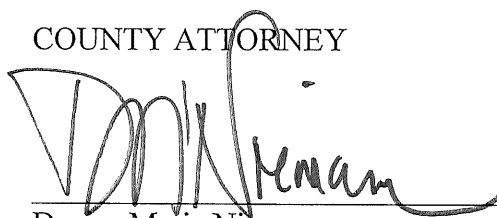
By: _____

Shelley Vana, Mayor

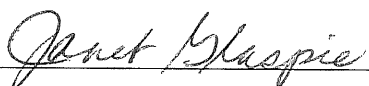
WITNESSES FOR COUNTY
ATTORNEY:

COUNTY ATTORNEY

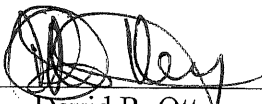




Denise Marie Nieman



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

David R. Ottey
Chief Assistant County Attorney