

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	0	0	0	0	0
Operating Costs	\$100,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income(County)	0	0	0	0	0
In-Kind Match(County)	0	0	0	0	0
NET FISCAL IMPACT	\$100,000	0	0	0	0
#ADDITIONAL FTE	0	0	0	0	0
POSITIONS (CUMULATIVE	0	0	0	0	0

Is Item Included in Current Budget? Yes X No
 Does this item include the use of federal funds? Yes No X

Budget Account No:
 Fund 0001 Agency 760 Organization 7601 Object 3125

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

Ad valorem funds

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

Debra M. Rawica 6/9/2020
 OFMB 6/9/2020

A. S. Jaworski 6/15/2020
 Contract Dev. & Control
 4/15/2020

B. Legal Sufficiency

[Signature] 6/9/2020
 Assistant County Attorney

C. Other Department Review

 Department Director

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

**SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL LEGAL SERVICES
BY AND BETWEEN
PALM BEACH COUNTY AND MANSON BOLVES DONALDSON VARN, P.A.**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2020, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as “COUNTY”) and **MANSON BOLVES DONALDSON VARN, P.A.** a Professional Association authorized to do business in the State of Florida (hereinafter referred to as “OUTSIDE COUNSEL”), whose Federal Tax Identification number is 26-2553333.

WHEREAS, the COUNTY and OUTSIDE COUNSEL entered into a Contract for Professional Legal Services on August 27, 2019 (hereinafter referred to as the “CONTRACT”) to provide certain LEGAL SERVICES related to the U.S. Army Corp of Engineers, Jacksonville District’s 2019 Planned Deviation to the Water Control Plan for Lake Okeechobee and Everglades Agricultural Area (LORS 2008), as well as other Lake Okeechobee operations that have the potential to impact the COUNTY; and

WHEREAS, the COUNTY and OUTSIDE COUNSEL entered into that First Amendment to the CONTRACT (hereinafter referred to as the “FIRST AMENDMENT”) on October 29, 2019 in order to amend the scope of the LEGAL SERVICES provided by OUTSIDE COUNSEL to include general issues of Water Law and South Florida Water Management District matters including but not limited to the County’s Loxahatchee River Restoration Local Initiative and Mecca Site Evaluation; and

WHEREAS, the COUNTY and OUTSIDE COUNSEL now wish to amend the CONTRACT to increase the not to exceed amount from FIFTY THOUSAND DOLLARS (\$50,000.00) to ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

NOW THEREFORE, in consideration of the mutual covenants and contracts expressed herein, the parties agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by specific reference.

2. Article 3.a and 3.b are hereby amended in their entirety as follows:

a) The COUNTY shall pay OUTSIDE COUNSEL up to an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the LEGAL SERVICES rendered on a per hour basis according to the following hourly rates, for time reasonably, competently, and actually spent by lawyers, law clerks, and Florida Registered paralegals:

- i) Attorneys \$300.00 per hour
- ii) Law Clerk \$125.00 per hour
- iii) Paralegals \$100.00 per hour

b) OUTSIDE COUNSEL understands that its LEGAL SERVICES will be capped at ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) and there will be no additions to that amount without the written consent of the Palm Beach County Board of County Commissioners.

3. Article 5.d is hereby amended in its entirety as follows:

d) The total amount of reimbursable expenses and costs shall not exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00). The reimbursable expenses and costs provided for this Article are included in, and not in addition to, the total not-to-exceed amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) provided for in Article 3(b) above. In no event will OUTSIDE COUNSEL receive more than a total of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) under this Agreement, regardless of the purpose of the payment.

4. All other provisions of the CONTRACT, as amended by the FIRST AMENDMENT, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have duly executed this SECOND AMENDMENT on the day and year first above written.

(COUNTY SEAL)

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

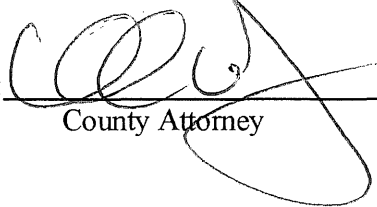
ATTEST:

SHARON R. BOCK, CLERK AND COMPTROLLER

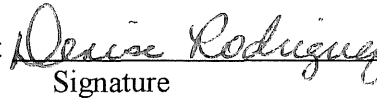
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

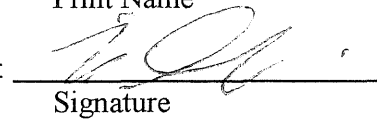
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
County Attorney

WITNESSES:

By: 
Signature

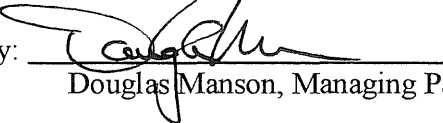
Denise Rodriguez
Print Name

By: 
Signature

Paria Shreedi Kester
Print Name

OUTSIDE COUNSEL:

Manson Bolves Donaldson Varn, P.A.

By: 
Douglas Manson, Managing Partner