

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**NEW BUSINESS
ITEM H-6**

PREPARED BY: Paul J. Zielinski Deputy Director-CFO July 19, 2018

**SUBJECT: Akerman Senterfitt
Approval of One Year Agreement**

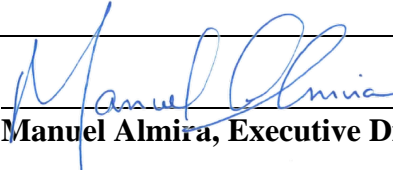
BACKGROUND: Akerman Senterfitt provides Public Policy Consulting Services to the Port at a cost of \$36,000 per year, plus out of pocket expenses. The current contract expired on 7/31/2018. The Board of Commissioners directed the Port Executive Director to enter into negotiations to seek a new one-year agreement. The attached proposed agreement reflects a one-year agreement without an increase in costs.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATIONS: The Board of Commissioners of the Port of Palm Beach District is respectfully requested to approve a one-year agreement with Akerman Senterfitt to provide the port with Public Policy and Consulting Services.

FINANCIAL IMPACT: The annual cost of \$36,000 plus out of pocket expenses is included in the Port's Operating Budget.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN:

Approved: _____	Motion By: _____
Disapproved: _____	Seconded By: _____
Deferred To: _____	Unanimous: Yes _____ No _____
Incorporated into Minutes: _____	By: _____

AGREEMENT FOR PUBLIC POLICY CONSULTING SERVICES

Akerman, LLP agrees to provide governmental affairs consulting services to the Port of Palm Beach ("Port"), beginning August 1, 2018 and ending on July 31, 2019, on the following terms and conditions:

1. Scope of Engagement. The Port has retained Akerman, LLP to represent the Port before the Florida State Legislature and Executive Branch of government; the Federal Congressional and Executive Branches of government; and any local county or municipal government or agencies as directed by the Port Commission or its Executive Director.

2. The Port has not retained Akerman LLP to provide legal advice. Akerman LLP assumes no responsibility or obligation to provide any such advice unless separately and specifically contracted for in writing.

3. Scope of Work. The terms of this agreement will constitute an understanding of the scope and status of the work to be performed by Akerman LLP for the Port that will include, but not be limited to:

- Prepare legislative requests for Port projects for fiscal year 2018-19.
- Secure funding or approvals for Port infrastructure projects.
- Identify and nurture new business opportunities for the Port in the legislature.
- On behalf of the Port, coordinate ongoing Port activities with members of the Florida Legislature, the Governor's Executive Office, the Department of Economic Opportunity, the Department of Transportation, Department of Environmental Protection and any other state agency.
- On behalf of the Port, coordinate ongoing Port activities with members of the Florida Congressional Delegation, the Executive Office of the President, the U.S. Department of Transportation, Environmental Protection Agency, Homeland Security and any other federal agency.
- On behalf of the Port, coordinate ongoing Port activities before any local governments or planning agencies.
- Prepare written briefings to the Port Director during Regular and Special Sessions of the Florida Legislature.
- Work closely with the Florida Ports Council on behalf of the Port.
- Attend all Port of Palm Beach Commission meetings, whenever possible.
- Perform any duties on behalf of the Port as directed by the Executive Director or Port Commission.

4. Staffing. Primary responsibility for this engagement will be assumed by Richard Pinsky. Because of various strengths in relationships and geographic areas of legislative members, other public policy advisors may also be assigned to this matter in consultation with Port. Staffing will depend primarily on the judgment of Akerman as to the experience and expertise required to properly discharge its professional responsibilities.

5. Fees. The fees for public policy consulting services shall be \$36,000.00 due and owing to Akerman, and earned in 12 equal monthly installments of \$3,000.00 per month, beginning August 1, 2018 through July 31, 2018. This agreement may be terminated upon thirty (30) days' written notice by either party. Fees shall not be payable with respect to the period after the effective date of any termination.

6. Costs. Expenses (such as travel, lodging, meals, telephone tolls, photocopying, postage, etc.) will be separately itemized on Akerman's statements. The Port will also reimburse Akerman LLP for annual state or federal registrations fees as required by law. Any expenses exceeding \$100.00 will require prior Port approval.

7. Submission and Payment of Statements. Akerman, LLP generally submits statements for services rendered and costs advanced on a monthly basis. Statements are to be paid in full within 30 days after receipt. In the event that any statement is not paid in full within 30 days, Akerman, LLP will have the option to withdraw from this representation and Port hereby consents to withdrawal under those conditions. A failure to question or object to any charges within 30 days after receipt of a statement will constitute Port's agreement to the statement as presented.

8. Conflicts of Interest. Akerman must disclose any potential conflict of interest to the Port in advance of any agreement or be subject to cancellation of fees, other than as is discussed and agreed to by both parties, and confirmed in writing. Akerman will prioritize all Port projects to ensure that there are no conflicts of interest that may arise during the course of business. This scope of work agreed to by this agreement for professional services will be subject to the direction of the Port. Both parties must agree to any changes to this agreement.

AKERMAN LLP

By: _____
Richard Pinsky,
Public Policy Group Manager

Accepted and agreed to,
this _____ day of _____, 2018.

Port of Palm Beach

By: _____
Jean Enright, Chairperson
Board of Port Commissioners

Accepted and agreed to,
this _____ day of _____, 2018.