

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 5, 2007

Consent [] Regular
 Public Hearing

Department

Submitted By: COUNTY ATTORNEY

Submitted For:

I. EXECUTIVE BRIEF

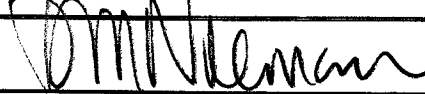
Motion and Title: Staff recommends motion to approve: a third amendment to contract for legal services with de la Parte & Gilbert, P.A. The original contract began on March 1, 2005. The amount to be paid for appellate work is amended to an amount not-to-exceed \$25,000, including reimbursable costs.

Summary: The contract provides for compensation to the law firm of de la Parte & Gilbert, P.A., for representing Palm Beach County in appeals filed in the Fourth District Court of Appeals from the following administrative hearings: i.) Indian Trail Improvement District, an Independent Special District and Public Corporation of the State of Florida, Petitioner, v. State of Florida, Department of Community Affairs, and Palm Beach County, Florida, DOAH Case No. 04-4337-GM, in the Division of Administrative Hearings (Administrative Law Judge D. R. Alexander); ii.) Village of Wellington, Florida v. Department of Community Affairs and Palm Beach County, Florida, DOAH Case No. 04-4650, in the Division of Administrative Hearings. (Administrative Law Judge D. R. Alexander); iii.) City of West Palm Beach, Seminole Improvement District, Callery-Judge Grove, LLP, Nathaniel Roberts and Indian Trail Improvement District v. Department of Community Affairs and Palm Beach County, DOAH Case Nos. 04-4336-GM, in the Division of Administrative Hearings (Administrative Law Judge D. R. Alexander). Countywide (ATP)

Background and Justification: The proposed contract provides for compensation of appellate legal representation of Palm Beach County provided by the law firm of de la Parte & Gilbert, P.A., with Edward de la Parte, Jr. serving as lead counsel. Mr. de la Parte is an AV rated lawyer, with over 27 years experience representing public and private clients in the area of environmental and land use law. He has served as principal attorney on several landmark water law cases in the state of Florida, such as Village of Tequesta v. Jupiter Inlet Corporation, 371 So.2d 663 (Fla. 1979), and has considerable experience litigating water service area disputes. Mr. de la Parte successfully represented the County in the administrative hearings subject to the appeals addressed by the contract amendment.

Attachments:

- 1. Third Amendment to Agreement Between Palm Beach County and Law Offices of De La Parte & Gilbert, P.A., for Legal Services Re: Administrative Challenges

Recommended by:  5/17/07
County Attorney Date

Approved by: N/A _____
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$25,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$25,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No

Budget Account No.: Fund 4001 Department 720 Unit 1110 Object 3125

Reporting Category _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

[Handwritten signature] 5-22-07
 OFMB
 5/23/2007
 5/23/07
 [Initials]

[Handwritten signature] 5/24/07
 Contract Development and Control
 5/24/07

B. Legal Sufficiency:

[Handwritten signature]
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

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

**THIRD AMENDMENT TO AGREEMENT BETWEEN PALM BEACH COUNTY
AND
LAW OFFICES OF DE LA PARTE & GILBERT, P.A.
FOR LEGAL SERVICES RE: ADMINISTRATIVE CHALLENGES**

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida (hereinafter referred to as "BOARD") and **LAW OFFICES OF DE LA PARTE & GILBERT, P.A.**, (hereinafter referred to as "OUTSIDE COUNSEL").

WITNESSETH

WHEREAS, the County has amended its Comprehensive Plan relating to water services in unincorporated Palm Beach County; and

WHEREAS, OUTSIDE COUNSEL is representing the interests of the County in administrative challenges to Comprehensive Plan amendments (the "PENDING DOAH LITIGATION") pursuant to an Agreement for Legal Services (R2005-0535) entered March 15, 2005 (the "Agreement"); and

WHEREAS, the parties hereto amended the Agreement on July 12, 2005 (R200X-XXXX); and

WHEREAS, interest groups that initiated the PENDING DOAH LITIGATION have now sought appeal of this matter in the Fourth District Court of Appeal; and

WHEREAS, the parties desire to amend the Agreement to allow OUTSIDE COUNSEL to continue to represent the COUNTY in the appeal (hereinafter "APPELLATE SERVICES").

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

1. The above recitals are true and correct and incorporated herein by reference.
2. APPELLATE SERVICES shall include preparation and filing of an answer brief, a motion to expedite, responses to motions for rehearing and certification to the Supreme Court of Florida as may be necessary, preparation and travel necessary for oral argument, and one additional trip to Palm Beach County to consult with the COUNTY while the appeal is pending. Edward De La Parte will be principally responsible for providing APPELLATE SERVICES.

3. The total amount for APPELLATE SERVICES, including reimbursable out-of-pocket expenses shall not exceed \$25,000. Reimbursable out-of-pocket expenses may include, but are not limited to photo copying at a rate of .15 per page, express mail, word processing charges, Telefacsimile charges, long distance telephone charges, cellular telephone charges at the rate of .25 per minute, postage and printing.

The COUNTY agrees to pay for OUTSIDE COUNSEL's direct time at the discounted hourly rates for those attorneys identified in Exhibit "A" attached hereto and made a part hereof.

4. Except as explicitly set forth herein, all terms and conditions of the Agreement as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this THIRD AMENDMENT TO AGREEMENT on the day and year reflected in the first line hereof.

ATTEST:

PALM BEACH COUNTY

Sharon R. Bock, Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____

Clerk

Addie L. Greene, Chairperson

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

Amey Deaper Petuch

Chief Assistant County Attorney

WITNESS:

Linda K Foy

Signature

Linda K Foy

Name (Type or Print)

Kathleen Nalewski

Signature

Kathleen Nalewski

Name (Type or Print)

DE LA PARTE & GILBERT, P.A.

Edward De la Parte Jr.

By: Edward De la Parte Jr., Esquire

President

Title

EXHIBIT "A"

EDWARD P. DE LA PARTE, JR.	\$250.00 PER HOUR
OTHER SHAREHOLDERS	\$215.00 PER HOUR
ASSOCIATE ATTORNEYS	\$175.00 PER HOUR
LAW CLERK	\$115.00 PER HOUR
PARALEGALS	\$ 90.00 PER HOUR

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PALM BEACH COUNTY

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BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____

Clerk

Addie L. Greene, Chairperson

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

Amy Dayler Petuck

Chief Assistant County Attorney

WITNESS:

Linda K Foy

Signature

Linda K Foy

Name (Type or Print)

Kathleen Nalewski

Signature

Kathleen Nalewski

Name (Type or Print)

DE LA PARTE & GILBERT, P.A.

Edward de la Parte

By: Edward De la Parte Jr., Esquire

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