

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 20, 2007

Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Use Agreement with the Criminal Conflict and Civil Regional Counsel - Fourth Region (Conflict Counsel) that provides for the use and occupancy of 6,209 square feet in Airport Center, Building 2.

Summary: During the 2007 legislative session, the Office of Criminal Conflict and Civil Regional Counsel was created by statute. The Conflict Counsel was established to provide legal services to criminal defendants whom the existing public defenders cannot represent due to conflicts of interest and supervise private, court-appointed attorneys in child dependency cases and other civil actions. The Conflict Counsel will use Airport Center Building 2 for office space. The County shall perform the start-up tasks required to render the premises usable for Conflict Counsel's purposes prior to occupancy. The Conflict Counsel shall fund the start-up costs in the amount of \$5,759, as well as the on-going security costs. In addition, the Conflict Counsel shall pay the County up to thirty-nine (39) percent of the funds remaining in Conflict Counsel's budget to reimburse the County for the fair market value of the space it occupies and County costs. A projection of the funds remaining in Conflict Counsel's budget and an estimate of the reimbursement amount shall be transmitted to the County by June 1st annually. The payment of the reimbursement amount shall be made by June 30th annually. The initial term of the Use Agreement extends until June 30, 2008, with an option to renew for three (3) - one (1) year periods under the same terms and conditions. The County reserves the right to relocate Conflict Counsel to a functionally equivalent space at any time during the term. (FDO Admin) District 2 (JB)

Background and Justification: There is currently litigation challenging the constitutionality of the establishment of the Conflict Counsel. The County and Conflict Counsel are agreeing to share the costs associated with Conflict Counsel's use and occupancy of the office space in order to reasonably and expeditiously implement the Conflict Counsel and allow it to begin providing services.

Attachments:

Use Agreement

Recommended by: _____

Ann Mary Wolf
Department Director

11/6/07
Date

Approved by: _____

[Signature]
County Administrator

11/14/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>\$5,759</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>\$57,335</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>< \$63,094 ></u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u><u>\$0</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No

Budget Account No: Fund 404 Department 411 Unit B4212 Object 3405 & 4907
Reporting Category _____


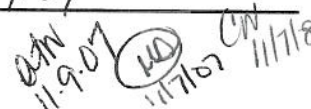
B. Recommended Sources of Funds/Summary of Fiscal Impact:


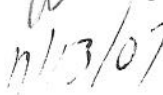
All out of pocket expenses (\$5,759 + \$57,335) are being funded by Conflict Counsel. The Conflict Counsel is required to reimburse the County 39% of its remaining annual budgeted funds in an amount not to exceed \$97,644 to off set the value of the space it occupies and costs to the County.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

 11-9-07
 OFMB


 11/13/07
 Contract/Dev. and Control


B. Legal Sufficiency: County Attorney's Office will monitor litigation and advise the Board if anything changes.

This Contract complies with our contract review requirements.

 11/14/07
 Assistant County Attorney

C. Other Department Review:

USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and the Criminal Conflict and Civil Regional Counsel- Fourth Region, a state agency, hereinafter referred to as "Conflict Counsel".

WITNESSETH:

WHEREAS, County is the owner of improved property known as Airport Center Building 2; and

WHEREAS, Conflict Counsel desires to use and occupy 6,209 square feet of office space on the third floor of Airport Center Building 2; and

WHEREAS, County is willing to allow the Conflict Counsel to use and occupy the office space according to the terms and conditions set forth hereinafter;

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC PROVISIONS

Section 1.01 Background Information.

Both parties acknowledge that there is currently litigation challenging the constitutionality of the establishment of the Conflict Counsel. Notwithstanding such acknowledgment, the County and Conflict Counsel are agreeing to share the costs associated with Conflict Counsel's use and occupancy of the Premises in order to reasonably and expeditiously implement the Conflict Counsel and allow it to begin providing services, and that said cost sharing is the only condition under which the County will provide the above referenced space and associated amenities.

Section 1.02 Premises.

The Premises shall consist of 6,209 square feet of office space on the third floor of Airport Center Building 2 as identified on Exhibit "A", attached hereto and made a part hereof (the "Premises"). The County reserves the right, however, to provide replacement space, in the same or different building, of a lesser, equal, or greater square footage at any time which will meet the functional requirements for the Conflict Counsel's staff of 25 persons.

Section 1.03 Length of Term and Commencement Date.

This Agreement shall be effective upon the Effective Date as defined hereinafter. The term of this Agreement shall commence upon the Effective Date (the "Commencement Date"), and shall extend until June 30, 2008, (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. The Term of this Agreement may be modified or extended with the mutual consent of the parties.

Section 1.04 Option to Renew.

County hereby grants to Conflict Counsel, so long as Conflict Counsel shall not be in default of any term, covenant, or condition of this Agreement, the right and option to renew the Term of this Agreement for three successive periods of one year each under the same terms and conditions of this Agreement and commencing upon the expiration of the initial Term of this Agreement or any renewal thereof. Conflict Counsel shall exercise its option to

renew if at all, by written notice to the County received by the County on or before sixty (60) days prior to the expiration of the initial Term of this Agreement or any renewal thereof. Failure of Conflict Counsel to duly and timely exercise its option to renew the Term of this Agreement shall be deemed a waiver of Conflict Counsel's right to said option and all further options.

ARTICLE II PAYMENT

Section 2.01 Annual Costs.

The costs associated with Conflict Counsel's use and occupancy of the Premises are identified on Exhibit "B", attached hereto and made a part hereof. Conflict Counsel shall pay the County \$57,335 for the initial term security costs and one time start-up costs of \$5,759. The annual security cost is \$98,289 as identified on Exhibit B. The annual security cost for any subsequent renewal term is subject to change, as it is based on a rate set by the Sheriff of Palm Beach County, and shall be identified prior to the execution of any renewal. In addition, Conflict Counsel shall pay the County up to thirty-nine (39) percent of the remaining funds in Conflict Counsel's budget to reimburse the County's operational costs identified in line items 1A-1D on Exhibit B. Should no funds remain in Conflict Counsel's budget, no payment shall be due. Conflict Counsel shall transmit a projection of the funds remaining in its budget and an estimate of the reimbursement amount to the County by June 1st annually. Conflict Counsel shall pay the reimbursement amount by June 30th annually.

Payments shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402.

ARTICLE III CONDITION OF AGREEMENT PREMISES, ALTERATIONS

Section 3.01 Acceptance of Premises by Conflict Counsel.

Conflict Counsel certifies that it has inspected the Premises and accepts same "As Is", in its existing condition and that no improvements other than those identified on Exhibit B as start-up costs are required for Conflict Counsel to occupy the Premises for its intended use in a safe and code compliant manner. Conflict Counsel shall not undertake any modification or change to the Premises or permanently affix any furniture, equipment or shelving unit without the prior written approval of the County, which approval may be granted or withheld in County's sole and absolute discretion. Conflict Counsel shall submit work orders to the County for any desired modification or changes to the Premises. The County will scope and price the work order and return same to Conflict Counsel for approval and funding. The costs of modification or changes to the Premises shall be funded by Conflict Counsel.

Section 3.02 Alterations.

Conflict Counsel agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Conflict Counsel, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Agreement.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY CONFLICT COUNSEL

Section 4.01 Use of Premises.

Conflict Counsel shall use and occupy the Premises solely and exclusively for office space required for the provision of services by Conflict Counsel. Conflict Counsel shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in

County's sole discretion.

Section 4.02 Waste or Nuisance.

Conflict Counsel shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition.

Section 4.03 Governmental Regulations.

Conflict Counsel shall, at Conflict Counsel's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Conflict Counsel or its use of the Premises, or the Premises generally. Conflict Counsel shall not use, maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent land in any manner not permitted by law. Conflict Counsel shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Conflict Counsel's failure to perform its obligations in this Section.

Section 4.04 Non-Discrimination.

Conflict Counsel shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation or disability with respect to any activity occurring on the Premises or under this Agreement.

Section 4.05 Surrender of Premises.

Upon termination or expiration of this Agreement, Conflict Counsel, at its sole cost and expense, if so directed by County, shall remove Conflict Counsel's personal property, removable fixtures, and equipment from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Commencement Date of this Agreement, reasonable wear and tear excepted. Any personal property of Conflict Counsel not removed shall become the property of County.

Section 4.06 Hazardous Substance

Conflict Counsel shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Conflict Counsel's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Conflict Counsel shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Conflict Counsel or any third party, shall be reported to County immediately upon the knowledge thereof by Conflict Counsel. Conflict Counsel shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Conflict Counsel, or Conflict Counsel's agents, licensees, invitees,

subcontractors or employees.

Conflict Counsel hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Conflict Counsels responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Conflict Counsel, it shall not be deemed to alter or diminish any statutory or common law liability of Conflict Counsel.

Conflict Counsel acknowledges that County would not have entered into this Agreement without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or earlier termination of this Agreement.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of County.

County shall keep and maintain all portions of the Premises in good condition and repair.

ARTICLE VI UTILITIES

County shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, Conflict Counsel acknowledges and represents that Conflict Counsel is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Conflict Counsel maintains third-party Commercial General Liability and Business Auto Liability, in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, Conflict Counsel agrees to maintain said insurance policies at limits not less than \$500,000 each occurrence. Conflict Counsel agrees to add the COUNTY as an "Additional Insured" with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Parks & Recreation Department." Conflict Counsel agrees the Additional Insured endorsement provides coverage on a primary basis. Claims-bill indemnification style coverage shall not be considered third-party liability for the purpose of this paragraph.

Conflict Counsel agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, Conflict Counsel agrees to provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve Conflict Counsel of its liability and obligations under this Agreement.

Conflict Counsel agrees its self-insurance, general liability, automobile liability, and property insurance shall be primary as respects to any coverage afforded to or maintained by County.

ARTICLE VIII INDEMNIFICATION

It is understood and agreed that Conflict Counsel is not an agent, servant or employee of County or its Board of County Commissioners. Conflict Counsel shall to the extent permitted by law, indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Agreement including without limitation those arising as a result of Conflict Counsel's use and occupancy of the Premises, any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Premises by reason, during or as a result of the use and occupancy of the Premises by the Conflict Counsel, its agents, employees, licensees, invitees and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Conflict Counsel or by Conflict Counsel against any third party, then Conflict Counsel shall to the extent permitted by law, protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Notwithstanding anything herein to the contrary, Conflict Counsel shall not be obligated to indemnify or hold harmless County for matters which are judicially determined to be attributable to the negligent or intentional acts or omissions of County. This section shall survive the termination of this Agreement. Nothing contained herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

ARTICLE IX DESTRUCTION OF PREMISES

Section 9.01 Damage or Destruction by Fire, War or Act of God.

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Agreement, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, County shall have no responsibility to restore the Premises.

ARTICLE X ASSIGNMENT AND SUBLETTING

Section 10.01 Consent Required.

Conflict Counsel may not assign, mortgage, pledge or encumber this Agreement in

whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of Agreement. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULT

Section 11.01 Default by Conflict Counsel.

The occurrence of any one or more of the following shall constitute an Event of Default by Conflict Counsel under this Agreement: (i) Conflict Counsel's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Conflict Counsel's failure to perform or observe any of the agreements, covenants or conditions contained in the Agreement on Conflict Counsel's part to be performed or observed if such failure continues for more than thirty (30) days after notice from County unless the same is of such a nature that it can not reasonably be cured within such a time period, in which event Conflict Counsel shall be entitled to a reasonable period under the circumstances; or (iii) Conflict Counsel's vacating or abandoning the Premises. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to give Conflict Counsel notice that County intends to terminate this Agreement upon a specified date not less than thirty (30) days after the date notice is received by Conflict Counsel, and this Agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Agreement. If, however, the default is cured within the thirty (30) day period and the County is so notified, this Agreement will continue.

Section 11.02 Default by County.

County shall not be in default unless County fails to perform obligations required of County within a reasonable time, but in no event later than thirty (30) days after written notice by Conflict Counsel to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XII ANNUAL BUDGETARY FUNDING

This Agreement and all obligations of County and Conflict Counsel hereunder are subject to and contingent upon annual budgetary funding and appropriations for its purpose by the Palm Beach County Board of County Commissioners and the State of Florida. Notwithstanding anything in this Agreement to the contrary, either party may cancel this Agreement for any reason upon sixty (60) days prior written notice to the other party.

ARTICLE XIII MISCELLANEOUS

Section 13.01 Entire Agreement.

This Agreement and any Exhibits attached thereto, constitute all agreements,

conditions and understandings between County and Conflict Counsel concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Conflict Counsel unless reduced to writing and signed by them.

Section 13.02 Notices.

All notices, consents, approvals, and elections (collectively "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Telephone 561-233-0217
Fax 561-233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone 561-355-2225
Fax 561-355-4398

- (b) If to the Conflict Counsel at:

PO Box 1654
Tallahassee, FL 32302
Telephone 850-728-7335

Any party may from time to time change the address which notices under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

Section 13.03 Severability.

If any term of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent

permitted by law.

Section 13.04 Recording.

Conflict Counsel shall not record this Agreement, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

Section 13.05 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS AGREEMENT.

Section 13.06 Governing Law and Venue.

This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 13.07 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 13.08 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

Section 13.09 Waiver.

The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained.

The consent or approval by County to or of any act by Conflict Counsel requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Conflict Counsel.

Section 13.10 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 13.11 Construction.

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 13.12 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into

this Agreement by reference.

Section 13.13 Survival

Notwithstanding any early termination of this Agreement, Conflict Counsel shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Conflict Counsel hereunder arising prior to the date of such termination.

Section 13.14 Effective Date of Agreement.

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WITNESS:

**CRIMINAL CONFLICT AND CIVIL
REGIONAL COUNSEL – FOURTH
REGION:**

Witness Signature

By: _____
Philip J. Massa, as Director of Agency

Print Witness Name

**ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

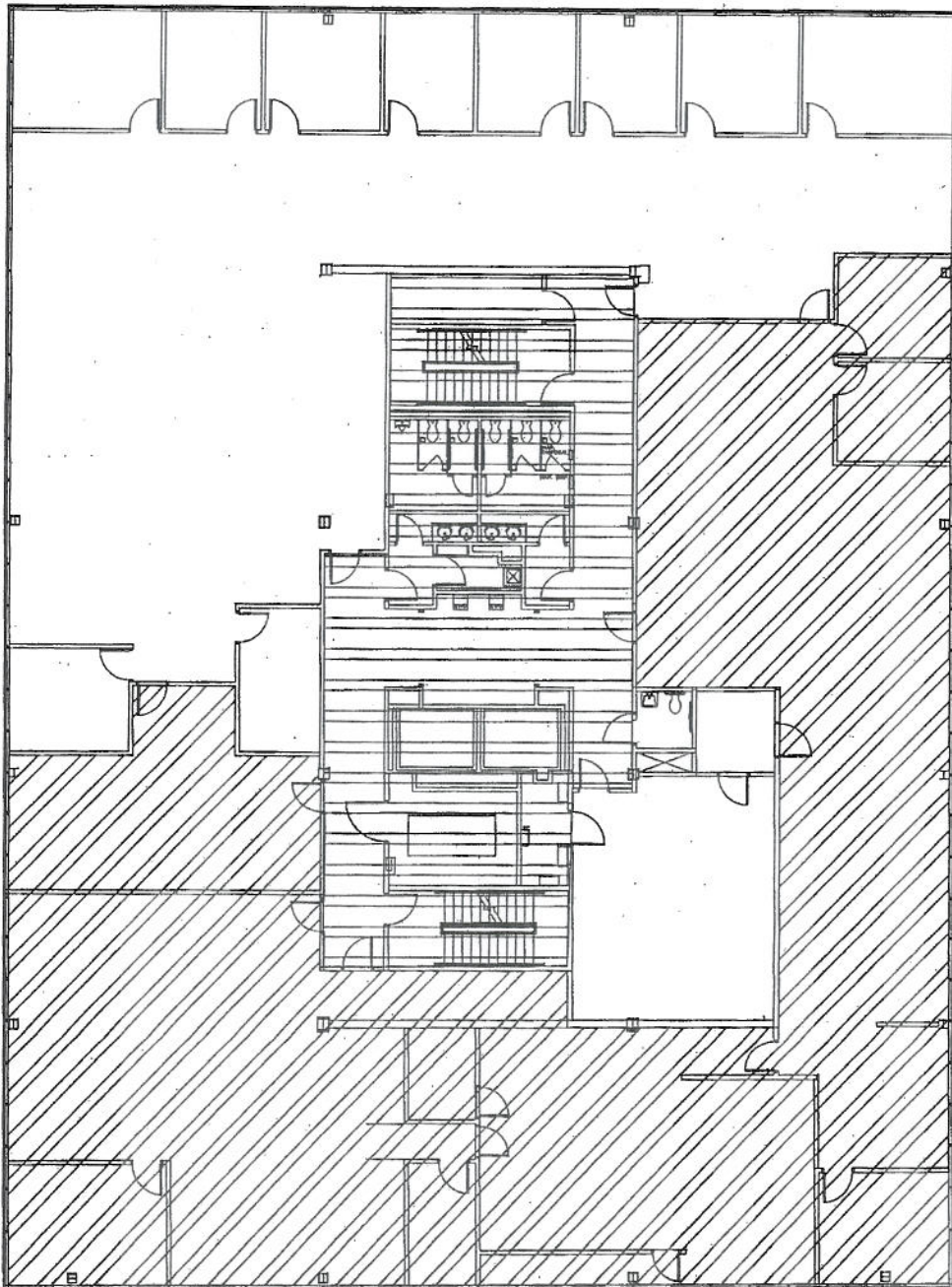
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Department Director

EXHIBIT "A"
THE "PREMISES"



Premises = unshaded area

AIRPORT CENTER BUILDING

3rd Floor - Conflict Counsel

Scale: Not To Scale

EXHIBIT A

EXHIBIT "B"

	<u>Unit Price</u>	<u>Total State FY 07-08</u>	<u>Total Annual</u>
Operational Costs			
1A. Rent (inc. custodial, utilities pest)	\$19/sf	\$68,816 ^{2,1}	\$117,971 ¹
1B. Phone Equip and Installation & Fax Install		\$16,950 ^{3,2}	N/A
1C. Data lines from closet		\$ 7,500	N/A
1D. Locking hardware modifications		\$ 4,378	N/A
Sub-total		\$ 97,644	\$117,971
Security Costs			
2A. Security (assumes 1 contract D/S 40 hrs/week)		\$ 57,335 ^{2,4}	\$98,289 ⁴
Start-Up Costs			
3A. Project Clean		\$ 1,500	N/A
3B. Re-paint		\$ 4,259	N/A
Sub-Total		\$ 5,759	N/A

Assumes:

1. Space is Airport Center Building #2, 3rd Floor, 6,209 square feet including conference room excluding common areas (spine hallway, restrooms, stairs and elevators). Includes custodial, pest, grounds, parking and common security.
2. Assumes December 1, 2007 start for 7 months in this State FY. Term of agreement will be for 3 calendar years with renewal requirements by June 1 of each year for subsequent State fiscal year.
3. Item 1B includes new phone sets and full installation costs at \$565/phone or fax connection. 30 were assumed for this estimate. On-going communications costs will be direct billed for long distance usage only.
4. Item 2A assumes 1 contract PBSO D/S at 40 hrs/week.
5. FY 07-08 Sub-total assumes that Conflict Counsel pays required start-up costs.