

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

---

**Meeting Date:** September 14, 2010

☒ **Consent**      ☐ **Regular**  
☐ **Public Hearing**

**Department**

**Submitted By:** COUNTY ATTORNEY

---

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Amendment No. 13 to the Contract (R96-0714D) with Denise M. Nieman, County Attorney; extending said contract for one additional year, ending on September 30, 2015.

**Summary:** This amendment provides for the services of Denise M. Nieman as County Attorney. The contract was automatically extended for one additional year through September 30, 2015. No salary increase is being sought; the current annual salary is \$199,513. Countywide (DMN)

**Background and Policy Issues:** Denise Nieman has been with the County for 24 years, serving the past 14 years as the County Attorney. The current contract is for a five-year term which was automatically extended for an additional year to September 30, 2015, pursuant to the terms of the original contract.

Following are the highlights of the County Attorney's Office activities and accomplishments over the past year.

**(Continued on Page 3.)**

**Attachments:**

1. Amendment

---

**Recommended by:** \_\_\_\_\_

  
Department Director

Date

8/12/10

**Approved by:** \_\_\_\_\_ N/A

✓

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Inc. (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# 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:

  
OFMB *8-24-10 SW 8/24/10 PM*

  
Contract Development and Control *8/26/10*

### B. Legal Sufficiency:

  
Chief Assistant County Attorney

**This amendment complies with  
our review requirements.**

### 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:** The "County Attorney Office's Management Plan" that was adopted in 1996 continues to provide the framework and set the tone for the operation of the County Attorney's Office, one of the largest law firms in the County. The Palm Beach County Attorney's Office is highly respected by the judiciary and legal community.

The County Attorney's Office had several significant victories on the litigation front in the past year. We successfully defended an environmental permit obtained by the County from the Department of Environmental Protection and successfully defended the County in a couple mining cases. We obtained orders dismissing claims for monetary damages against both individual county employees and the county itself arising from ongoing litigation over violations of the Sunshine Law during the pre-termination hearing process. Further, we successfully defended the County's right to apply zoning set-back requirements to agricultural operations. We were able to settle a serious personal injury case, avoiding potential significant damage exposure if the case went to trial. Just recently, we obtained final judgment in favor of the County against bicycle enthusiasts who alleged that the County is required to install separately striped and paved bicycle lanes on county roads. This is just a sampling of our litigation activities. As is usually the case when the economy suffers, litigation increases. Litigation (like the court system) is also struggling to keep up with an enormous influx of foreclosures involving County liens on the defaulting properties.

Much significant work has also been done outside the courtroom. The County Attorney's Office, working closely with many interested parties, has been instrumental in implementing the Grand Jury's recommendations regarding ethics reforms, including the drafting of ordinances establishing a Code of Ethics, the Commission on Ethics, and the Office of the Inspector General; the competitive selection of bond and disclosure counsel by the County Financing Committee; the drafting of an Interlocal Agreement with the Inspector General and other governmental entities subjecting themselves to the IG's oversight, and ongoing responsibilities subsequent to enactment. Further, we developed a charter amendment that would allow for countywide application of all three ordinances pending voter approval in the General Election, again with extensive input from numerous and diverse interest groups.

We represented the Water Utilities Department in relation to the reclaimed water plant and pipeline being constructed to provide reclaimed water to FPL's West County Energy Center, and in the establishment of the Glades Utility Authority. We negotiated an agreement with AT&T Corporation (\$16.2 million) and Intrado, Inc. (\$13.4 million) to purchase, install and maintain a new and improved Next Generation 911 phone system. Much work was also done in drafting and negotiating an agreement with Ovations Food Service, LP for the provision of Food and Beverage Operations Services at the Palm Beach County Convention Center. Work is ongoing in bringing a Convention Center hotel to fruition.

We also developed standard license agreements for the use of the new Fire Rescue Training Center. We have closed approximately 60 mortgage loans under the Neighborhood Stabilization Program (NSP), which provided first and second mortgages to very low and low income buyers who purchased foreclosed properties in the County. The Office continues to provide services to the Solid Waste Authority, including the negotiation and preparation of the contract documents and request for proposal for the new 3000-ton per day waste-to-energy facility.

In addition, the County Attorney's Office provides continuing service to the legal community and associations. We are active in the Florida Association of County Attorneys (FACA), providing resources for the Florida Association of Counties (FAC) in the form of seminar participation, as well as writing and reviewing sections of the FAC's handbook for new county officials. Recently, County Attorneys have joined the Legal Task Force that will recommend responses to the Deepwater Horizon oil spill, including recoupment of counties' financial losses, local government claims processing, amendments to legislation, and development of new public policy relating to the federal response to such disasters. Attorneys have also presented at continuing legal education seminars.

H:\DENISE\EMPLOYCONTRACT\AIS-DeniseContract Sept2010.doc

Amendment No. 13 to the Employment Contract  
with Denise M. Nieman, County Attorney

This Amendment No. 13 dated September \_\_, 2010, 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 M. 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 annually; and

**WHEREAS**, the term of the Contract has automatically extended through September 30, 2015, and this amendment provides for such termination date.

**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. Section 1 of the Contract shall be amended to provide for a term commencing October 1, 2010, and terminating September 30, 2015.
2. All other terms and conditions of the Contract shall remain in full force and effect.

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

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

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

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

By: \_\_\_\_\_

\_\_\_\_\_  
Burt Aaronson, Chair

Witnesses for County Attorney:

Janet Glaspie

COUNTY ATTORNEY

Mary E. James

Denise M. Nieman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Maurice Lullen  
Chief Assistant County Attorney