

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

Meeting Date: March 15, 2011 **Consent** **Regular**
 Public Hearing

Department

Submitted By: COUNTY ATTORNEY

Submitted For: COUNTY ATTORNEY

I. EXECUTIVE BRIEF

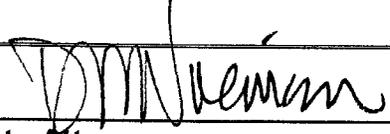
Motion and Title: Staff recommends motion to approve: (a) an Agreement with de la Parte & Gilbert, P.A., for Legal Services; and (b) an Agreement with Rose Sundstrom & Bentley, LLP, for Legal Services.

Summary: The Water Utilities Department has a number of ongoing and upcoming legal issues which require specialized legal expertise in water utilities law. In response to this need, the County Attorney's Office issued a Request for Proposals on December 15, 2010. The RFP requested firms to submit proposals for two separate scopes of work: (1) water utilities regulatory issues; and (2) complex utility projects/agreements. Responsive proposals were received from eight law firms for water utilities regulatory issues and seven law firms for complex utility projects/agreements. On February 16, 2010, a selection committee met to review and discuss the proposals. The selection committee selected de la Parte & Gilbert, P.A., to provide legal services for water utilities regulatory issues, and Rose Sundstrom & Bentley to provide legal services for complex utility projects/agreements. The initial terms of the agreements are for two years, and the agreements are automatically renewable for three one-year extension terms, unless otherwise terminated in accordance with the provision of the agreements. Work shall be assigned to the appropriate firm, on a task by task basis, through a legal services task authorization form. Countywide (MWJ)

Background and Justification: Pursuant to Palm Beach County Administrative Code Section 305.04, the County Attorney's Office may utilize the services of outside counsel on matters requiring special legal expertise. The Water Utilities Department has a number of ongoing and upcoming legal issues which will require such expertise. Pursuant to the Administrative Code, the County Attorney's Office issued a Request for Proposals seeking outside counsel services for water utilities regulatory issues and complex utility projects/agreements. A selection committee reviewed and ranked the proposals, and recommended award to de la Parte & Gilbert, P.A., and Rose Sundstrom Bentley, LLP.

Attachments:

1. Two (2) Original Agreements with de la Parte & Gilbert
2. Two (2) Original Agreements with Rose Sundstrom & Bentley

Recommended by:  3/7/11
County Attorney Date

Approved by: N/A _____
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____

Reporting Category _____

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

C. Departmental Fiscal Review: Attorney fees and costs will be paid from the Water Utilities Department funds and cannot be estimated at this time.

III. REVIEW COMMENTS

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

<p><i>[Signature]</i> _____ OFMB</p>	<p><i>[Signature]</i> _____ Contract Development and Control</p>
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B. Legal Sufficiency:

[Signature]

 Assistant County Attorney

C. Other Department Review:

[Signature]

 Department Director

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

**AGREEMENT BETWEEN PALM BEACH COUNTY AND DE LA PARTE & GILBERT,
P.A. FOR LEGAL SERVICES**

THIS AGREEMENT is made and entered into on this ____ day of _____,
_____, by and between Palm Beach County, a political subdivision of the State of Florida,
hereinafter referred to as "County", and de la Parte & Gilbert, P.A., a professional
association, hereinafter referred to as "Outside Counsel".

WITNESSETH:

WHEREAS, County desires to retain the Legal Services of Outside Counsel for
purposes of assisting the County Attorney in regulatory issues that require special
expertise; and

WHEREAS, Outside Counsel desires to provide Legal Services to County on an as-
needed basis at the request of the County Attorney; and

WHEREAS, the County issued the RFP on December 15, 2010, inviting lawyers and
law firms to apply for the opportunity to enter into such an outside counsel relationship; and

WHEREAS, Outside Counsel submitted a Proposal and was ultimately selected as a
firm with which to contract.

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. The lawyer or law firm is expected to advise, assist, and represent the
County on various water utilities-related regulatory issues (the "Legal Services").
3. County agrees to pay Outside Counsel for the Legal Services rendered on a

per hour basis as set forth in the Proposal submitted by Outside Counsel, which is incorporated herein by reference. A copy of Outside Counsel's fee schedule is attached hereto as Exhibit "A". Legal Services shall be assigned pursuant to individual Legal Services Authorizations, a sample copy of which is attached hereto as Exhibit "B". Each individual Legal Services Authorization shall include, at a minimum, a detailed scope of work, a timeframe for completion, and a not-to-exceed amount. The terms of this Agreement shall apply to each Legal Services Authorization issued hereunder. Monthly invoices shall be submitted to the County Attorney's office for review and approval prior to payment. The use of sub-contractors, independent contractors or non-employees of the Attorney is permissible with the prior written consent of the County Attorney when the use of same is determined to be cost effective to the County and is within the contractual not-to-exceed cap set forth in the individual Legal Services Authorization. Payment to such non-employees will be made only when properly invoiced and the prior written consent of the County Attorney is attached. Each invoiced item shall be set forth separately, specifically describing the work performed, reflecting the actual time spent on each such matter and the person performing the work, and shall identify the specific Legal Services Authorization pursuant to which the work was performed. Outside Counsel agrees to bill County for work performed in tenth of an hour increments. Outside Counsel shall notify the County when the billable fees and costs reach ninety (90%) percent of the not-to-exceed amount provided for in each Legal Services Authorization. Notification shall be made as soon as is practicable, but in all events and circumstances prior to the next monthly invoice being submitted for payment. Failure to comply with this notification requirement shall result in immediate cessation of future invoice approvals until proper verification that future invoice approvals will remain within the contractual not-to-exceed

amount.

4. Upon presentation of appropriate back up or supporting documentation, as specifically set forth in Palm Beach County PPM #CW-F-009, a copy of which is attached hereto as Exhibit "C", the County will agree to reimburse the lawyer or law firm for reasonable costs and expenses incurred during the course of providing legal services including express mail, long distance telephone charges, postage, and photocopying charges; provided however, that cumulative reimbursable costs and expenses shall not exceed ten percent (10%) of the not-to-exceed amount for each Legal Services Authorization. Included in this ten percent (10%) cost and expense cap are court filing fees and costs, witness fees, court reporter fees and previously approved out-of-county travel expenses which shall be itemized, invoiced separately, and submitted monthly. Costs for travel within Palm Beach County, courier charges, secretarial work, computerized research, and telefacsimile charges shall not be reimbursable by the County. All charges, expenses, and costs incurred in performing the legal services as described herein and in the Agreement shall be approved by the County Attorney's Office. Travel time for the lawyer shall be billed at one-half the hourly rates for the person performing the services as set forth on Exhibit "A".

5. The initial term of this Agreement shall be for two (2) years from the date of Board of County Commissioners approval, which date shall be known as the "effective date". The legal services for which compensation may be sought under this Agreement include those services provided after the effective date only. The Agreement is automatically renewable for each of the three additional independent one-year renewal periods unless terminated in accordance with the terms of this Agreement. All of the terms and conditions hereof shall continue to apply, including the hourly rates set forth in

Exhibit "A", for each renewal period. The County's performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, the execution of this Agreement does not guarantee that any Legal Services Authorization will be issued, nor that any payment will be made to Outside Counsel.

6. When the County Attorney requests Outside Counsel to provide legal assistance on a matter through a Legal Services Authorization, it will be the responsibility of Outside Counsel to provide any and all Legal Services as may be needed to represent the interests of Palm Beach County, unless the County Attorney expressly, and in writing, limits Outside Counsel's role or responsibility with respect to that particular matter.

7. This Agreement may be terminated by the County upon ten (10) days' written notice to Outside Counsel. The Agreement may be terminated by Outside Counsel upon ninety (90) days' written notice to the County, as long as such termination is consistent with Outside Counsel's professional obligations to the County. Upon termination by either party, Outside Counsel shall transfer all work in progress, completed work, and other materials related to the Legal Services to the County. If Outside Counsel terminates this Agreement before completion of any pending litigation being handled pursuant to this Agreement, it shall not seek, nor be awarded, any work as Outside Counsel for the County on this or any other matter.

8. Outside Counsel shall provide periodic status reports, either oral or in writing, as requested by the County Attorney's Office.

9. (a) Outside Counsel has been advised that the County and all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes). Outside Counsel shall observe and comply with

the requirements of these laws and all related County policies and procedures in performing the Legal Services hereunder.

(b) Further, Outside Counsel shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Outside Counsel's place of business.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Outside Counsel, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfere or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

10. Outside Counsel will attempt whenever possible to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency and cost effectiveness, including the use of sub-contractors, independent contractors or non-employees of the attorney, with the use of such personnel being billed through the Attorney and applying toward the contractual not-

to-exceed cap set forth in each individual Legal Services Authorization.

11. Outside Counsel shall indemnify, hold harmless and defend County, its agents, servants, and employees from and against any and all claims, liability, losses and/or causes of actions which may arise by virtue of any intentional or negligent act or omission of Outside Counsel or any agent, member, partner, associate or employee thereof in the performance of the Legal Services, including sub-contractors, independent contractors or non-employees as referenced in paragraph 10 above.

12. Outside Counsel will maintain in full force and effect, during the life of this Agreement, standard professional liability insurance with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance satisfactory to the County, evidencing the coverage required hereunder, shall be furnished to the County immediately upon execution hereof and before commencement of any Legal Services under this Agreement. Complete copies of policies shall be furnished upon the County's request. Outside Counsel will provide the County with thirty (30) days prior written notice of any cancellation, non-renewal, or other material change in the status of its professional liability insurance. Approval of the insurance by the County shall not relieve or decrease any liability of Outside Counsel hereunder.

13. Outside Counsel represents that it has, or will secure at its own expense, all necessary personnel required to perform the Legal Services as required herein. Such personnel shall not be employees of or have any contractual relationship with County. The Legal Services shall be performed by Outside Counsel or under its supervision, and all personnel engaged in performing the Legal Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Outside

Counsel warrants that the Legal Services shall be performed by skilled and competent personnel to the highest professional standards.

14. Outside Counsel's signature on this Agreement shall act as the execution of a truth-in negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

15. (a) Outside Counsel represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Legal Services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes, and the Palm Beach County Code of Ethics, Ordinance No. 2009-051, as amended. Outside Counsel further represents that no person having such a conflicting interest shall be employed by Outside Counsel to perform the Legal Services.

(b) Outside Counsel shall promptly notify County in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence Outside Counsel's judgment or quality of the Legal Services. The notice shall identify the prospective business association, interest or circumstance and the nature of work that Outside Counsel wants to undertake and request County's opinion as to whether the association, interest or circumstance would, in the opinion of County, constitute a conflict of interest if entered into by Outside Counsel. County agrees to notify Outside Counsel of its opinion within thirty (30) days of receipt of notification by Outside Counsel. If, in the opinion of County, the prospective business association, interest or circumstance would not constitute a conflict of interest by Outside Counsel, County shall so state in its opinion, and the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Legal Services. Outside

Counsel further agrees to comply with Palm Beach County PPM #CW-0-052 regarding outside counsel conflicts of interest, which is attached hereto as Exhibit "D" and incorporated herein.

(c) Further, as provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the Outside Counsel certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

16. Outside Counsel is, and shall be, in the performance of the Legal Services an independent contractor and not an employee of County. All persons engaged in the Legal Services performed by Outside Counsel pursuant to this Agreement shall at all times, and in all places, be subject to Outside Counsel's sole discretion, supervision, and control. Outside Counsel shall exercise control over the means and manner in which it and its employees, agents, members, sub-contractors, independent contractors or any others, perform the work. Outside Counsel does not have the power or authority to bind County in any promise, agreement or representation other than as specifically provided for in this Agreement.

17. Outside Counsel warrants that it has not employed, retained paid in dollars or in-kind, any company or person, other than a bona fide employee working solely for Outside Counsel, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Outside Counsel, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

18. The Outside Counsel warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

19. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be originally filed and later held in Palm Beach County. No remedy herein conferred upon the parties 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, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof.

20. All written notices required in this Agreement shall be sent by certified mail, return receipt requested. If sent to County, the notice shall be mailed to:

Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
ATTN: Michael W. Jones, Esq.

If sent to Outside Counsel, the notice shall be mailed to:

de la Parte & Gilbert, P.A.
101 E. Kennedy Boulevard, Suite 2000
Tampa, FL 33602
ATTN: Edward P. de la Parte, Jr., Esq.

21. The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties hereto.

22. All exhibits attached hereto and referenced herein shall be deemed to be

incorporated into this Agreement by reference.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:
Sharon Bock, Clerk

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

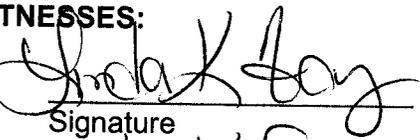
By: _____

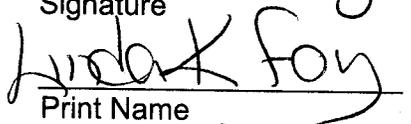
By: _____
Karen T. Marcus, Chair

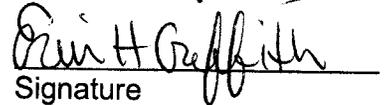
**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

WITNESSES:

By: 
Signature


Print Name

By: 
Signature


Print Name

DE LA PARTE & GILBERT, P.A.

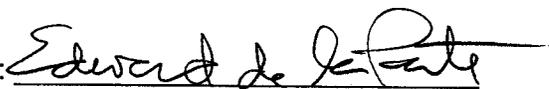
By: 
Edward P. de la Parte, Jr., Esq.

EXHIBIT A – OUTSIDE COUNSEL FEE SCHEDULE

Edward P. de la Parte, Jr.:	\$300/hour
Richard A. Gilbert:	\$300/hour
Patrick J. McNamara:	\$250/hour
David M. Caldevilla:	\$250/hour
Vivian Arenas-Battles:	\$250/hour
Daniel J. McBreen:	\$250/hour
Nicolas Q. Porter:	\$250/hour
Kristin Y. Melton:	\$200/hour
Michael R. Bray:	\$200/hour
Eric D. Nowak:	\$200/hour
Sara A. Younger:	\$200/hour
Law Clerks:	\$140/hour
Paralegals:	\$120/hour

**EXHIBIT B
SAMPLE LEGAL SERVICES AUTHORIZATION**

Date:

Legal Services Authorization Number:

Scope of Work:

Deadline for Completion:

Not-to-Exceed Amount:

Remarks:

This Legal Services Authorization shall be performed subject to and in accordance with the terms and conditions of the Agreement between Palm Beach County and _____ for _____ Legal Services dated _____ (County Resolution No. R _____.)

Authorized by Palm Beach County:

[Insert appropriate Signature Block per not-to-exceed amount]

Accepted by Outside Counsel:

WITNESSES:

By: _____
Signature

Print Name

By: _____
Signature

Print Name

OUTSIDE COUNSEL

By: _____

EXHIBIT C – PALM BEACH COUNTY PPM # CW-F-009

EXHIBIT D – PALM BEACH COUNTY PPM # CW-O-052

**AGREEMENT BETWEEN PALM BEACH COUNTY AND ROSE SUNDSTROM &
BENTLEY, LLP FOR LEGAL SERVICES**

THIS AGREEMENT is made and entered into on this ____ day of _____, _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Rose Sundstrom & Bentley, LLP, a limited liability partnership, hereinafter referred to as "Outside Counsel".

WITNESSETH:

WHEREAS, County desires to retain the Legal Services of Outside Counsel for purposes of assisting the County Attorney in complex water utility projects/agreements that require special expertise; and

WHEREAS, Outside Counsel desires to provide Legal Services to County on an as needed basis at the request of the County Attorney; and

WHEREAS, the County issued the RFP on December 15, 2010, inviting lawyers and law firms to apply for the opportunity to enter into such an outside counsel relationship; and

WHEREAS, Outside Counsel submitted a Proposal and was ultimately selected as a firm with which to contract.

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. The lawyer or law firm is expected to advise, assist, and represent the County on various legal issues related to complex water utility projects/agreements (the "Legal Services").

3. County agrees to pay Outside Counsel for the Legal Services rendered on a per hour basis as set forth in the Proposal submitted by Outside Counsel, which is incorporated herein by reference. A copy of Outside Counsel's fee schedule is attached hereto as Exhibit "A". Legal Services shall be assigned pursuant to individual Legal Services Authorizations, a sample copy of which is attached hereto as Exhibit "B". Each individual Legal Services Authorization shall include, at a minimum, a detailed scope of work, a timeframe for completion, and a not-to-exceed amount. The terms of this Agreement shall apply to each Legal Services Authorization issued hereunder. Monthly invoices shall be submitted to the County Attorney's office for review and approval prior to payment. The use of sub-contractors, independent contractors or non-employees of the Attorney is permissible with the prior written consent of the County Attorney when the use of same is determined to be cost effective to the County and is within the contractual not-to-exceed cap set forth in the individual Legal Services Authorization. Payment to such non-employees will be made only when properly invoiced and the prior written consent of the County Attorney is attached. Each invoiced item shall be set forth separately, specifically describing the work performed, reflecting the actual time spent on each such matter and the person performing the work, and shall identify the specific Legal Services Authorization pursuant to which the work was performed. Outside Counsel agrees to bill County for work performed in tenth of an hour increments. Outside Counsel shall notify the County when the billable fees and costs reach ninety (90%) percent of the not-to-exceed amount provided for in each Legal Services Authorization. Notification shall be made as soon as is practicable, but in all events and circumstances prior to the next monthly invoice being submitted for payment. Failure to comply with this notification requirement shall result in immediate cessation of future invoice approvals until proper

verification that future invoice approvals will remain within the contractual not-to-exceed amount.

4. Upon presentation of appropriate back up or supporting documentation, as specifically set forth in Palm Beach County PPM #CW-F-009, a copy of which is attached hereto as Exhibit "C", the County will agree to reimburse the lawyer or law firm for reasonable costs and expenses incurred during the course of providing legal services including express mail, long distance telephone charges, postage, and photocopying charges; provided however, that cumulative reimbursable costs and expenses shall not exceed ten percent (10%) of the not-to-exceed amount for each Legal Services Authorization. Included in this ten percent (10%) cost and expense cap are court filing fees and costs, witness fees, court reporter fees and previously approved out-of-county travel expenses which shall be itemized, invoiced separately, and submitted monthly. Costs for travel within Palm Beach County, courier charges, secretarial work, computerized research, and telefacsimile charges shall not be reimbursable by the County. All charges, expenses, and costs incurred in performing the legal services as described herein and in the Agreement shall be approved by the County Attorney's Office. Travel time for the lawyer shall be billed at one-half the hourly rates for the person performing the services as set forth on Exhibit "A".

5. The initial term of this Agreement shall be for two (2) years from the date of Board of County Commissioners approval, which date shall be known as the "effective date". The legal services for which compensation may be sought under this Agreement include those services provided after the effective date only. The Agreement is automatically renewable for each of the three additional independent one-year renewal periods unless terminated in accordance with the terms of this Agreement. All of the

terms and conditions hereof shall continue to apply, including the hourly rates set forth in Exhibit "A", for each renewal period. The County's performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, the execution of this Agreement does not guarantee that any Legal Services Authorization will be issued, nor that any payment will be made to Outside Counsel.

6. When the County Attorney requests Outside Counsel to provide legal assistance on a matter through a Legal Services Authorization, it will be the responsibility of Outside Counsel to provide any and all Legal Services as may be needed to represent the interests of Palm Beach County, unless the County Attorney expressly, and in writing, limits Outside Counsel's role or responsibility with respect to that particular matter.

7. This Agreement may be terminated by the County upon ten (10) days' written notice to Outside Counsel. The Agreement may be terminated by Outside Counsel upon ninety (90) days' written notice to the County, as long as such termination is consistent with Outside Counsel's professional obligations to the County. Upon termination by either party, Outside Counsel shall transfer all work in progress, completed work, and other materials related to the Legal Services to the County. If Outside Counsel terminates this Agreement before completion of any pending litigation being handled pursuant to this Agreement, it shall not seek, nor be awarded, any work as Outside Counsel for the County on this or any other matter.

8. Outside Counsel shall provide periodic status reports, either oral or in writing, as requested by the County Attorney's Office.

9. (a) Outside Counsel has been advised that the County and all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine

Law (Section 286.011, Florida Statutes). Outside Counsel shall observe and comply with the requirements of these laws and all related County policies and procedures in performing the Legal Services hereunder.

(b) Further, Outside Counsel shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Outside Counsel's place of business.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the Outside Counsel, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfere or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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such personnel being billed through the Attorney and applying toward the contractual not-to-exceed cap set forth in each individual Legal Services Authorization.

11. Outside Counsel shall indemnify, hold harmless and defend County, its agents, servants, and employees from and against any and all claims, liability, losses and/or causes of actions which may arise by virtue of any intentional or negligent act or omission of Outside Counsel or any agent, member, partner, associate or employee thereof in the performance of the Legal Services, including sub-contractors, independent contractors or non-employees as referenced in paragraph 10 above.

12. Outside Counsel will maintain in full force and effect, during the life of this Agreement, standard professional liability insurance with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance satisfactory to the County, evidencing the coverage required hereunder, shall be furnished to the County immediately upon execution hereof and before commencement of any Legal Services under this Agreement. Complete copies of policies shall be furnished upon the County's request. Outside Counsel will provide the County with thirty (30) days prior written notice of any cancellation, non-renewal, or other material change in the status of its professional liability insurance. Approval of the insurance by the County shall not relieve or decrease any liability of Outside Counsel hereunder.

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authorized or permitted under state and local law to perform such services. Outside Counsel warrants that the Legal Services shall be performed by skilled and competent personnel to the highest professional standards.

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15. (a) Outside Counsel represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Legal Services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes, and the Palm Beach County Code of Ethics, Ordinance No. 2009-051, as amended. Outside Counsel further represents that no person having such a conflicting interest shall be employed by Outside Counsel to perform the Legal Services.

(b) Outside Counsel shall promptly notify County in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence Outside Counsel's judgment or quality of the Legal Services. The notice shall identify the prospective business association, interest or circumstance and the nature of work that Outside Counsel wants to undertake and request County's opinion as to whether the association, interest or circumstance would, in the opinion of County, constitute a conflict of interest if entered into by Outside Counsel. County agrees to notify Outside Counsel of its opinion within thirty (30) days of receipt of notification by Outside Counsel. If, in the opinion of County, the prospective business association, interest or circumstance would not constitute a conflict of interest by Outside Counsel, County shall so state in its opinion, and the association, interest, or circumstance

shall not be deemed to be a conflict of interest with respect to the Legal Services. Outside Counsel further agrees to comply with Palm Beach County PPM #CW-0-052 regarding outside counsel conflicts of interest, which is attached hereto as Exhibit "D" and incorporated herein.

(c) Further, as provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the Outside Counsel certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

16. Outside Counsel is, and shall be, in the performance of the Legal Services an independent contractor and not an employee of County. All persons engaged in the Legal Services performed by Outside Counsel pursuant to this Agreement shall at all times, and in all places, be subject to Outside Counsel's sole discretion, supervision, and control. Outside Counsel shall exercise control over the means and manner in which it and its employees, agents, members, sub-contractors, independent contractors or any others, perform the work. Outside Counsel does not have the power or authority to bind County in any promise, agreement or representation other than as specifically provided for in this Agreement.

17. Outside Counsel warrants that it has not employed, retained paid in dollars or in-kind, any company or person, other than a bona fide employee working solely for Outside Counsel, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Outside Counsel, any fee, commission, percentage, gift, or any other

consideration contingent upon or resulting from the award or making of this Agreement.

18. The Outside Counsel warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

19. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be originally filed and later held in Palm Beach County. No remedy herein conferred upon the parties 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, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof.

20. All written notices required in this Agreement shall be sent by certified mail, return receipt requested. If sent to County, the notice shall be mailed to:

Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
ATTN: Michael W. Jones, Esq.

If sent to Outside Counsel, the notice shall be mailed to:

Rose Sundstrom & Bentley, LLP
950 Peninsula Corporate Circle, Suite 2020
Boca Raton, FL 33487
ATTN: John Fumero, Esq.

21. The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties hereto.

22. All exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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

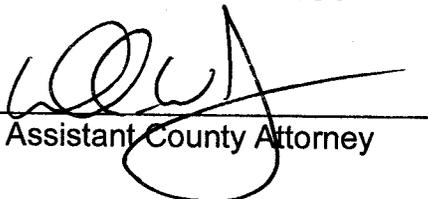
ATTEST:
Sharon Bock, Clerk

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____

By: _____
Karen T. Marcus, Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

WITNESSES:

By: 
Signature
BERNICE TORRES
Print Name

ROSE SUNDSTROM & BENTLEY, LLP

By: 
John Fumero, Esq.

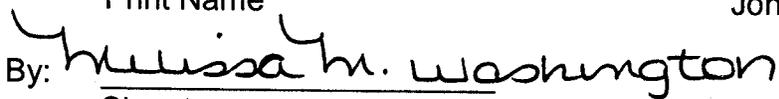
By: 
Signature
Melissa M. Washington
Print Name

EXHIBIT A – OUTSIDE COUNSEL FEE SCHEDULE

Hourly Rate for Partners and Associates:	\$225 (Blended Rate)
Hourly Rate for Paralegals:	\$90
Hourly Rate for Law Clerks:	\$60

**EXHIBIT B
SAMPLE LEGAL SERVICES AUTHORIZATION**

Date:

Legal Services Authorization Number:

Scope of Work:

Deadline for Completion:

Not-to-Exceed Amount:

Remarks:

This Legal Services Authorization shall be performed subject to and in accordance with the terms and conditions of the Agreement between Palm Beach County and _____ for _____ Legal Services dated _____ (County Resolution No. R _____.)

Authorized by Palm Beach County:

[Insert appropriate Signature Block per not-to-exceed amount]

Accepted by Outside Counsel:

WITNESSES:

By: _____
Signature

Print Name

By: _____
Signature

Print Name

OUTSIDE COUNSEL

By: _____

EXHIBIT C – PALM BEACH COUNTY PPM # CW-F-009

TO: ALL COUNTY PERSONNEL
FROM: ROBERT WEISMAN
COUNTY ADMINISTRATOR
PREPARED BY: COUNTY ADMINISTRATION
SUBJECT: TRAVEL
PPM #: CW-F-009

ISSUE DATE
December 10, 2009

EFFECTIVE DATE
January 1, 2010

PURPOSE:

The purpose of this PPM is to provide guidelines to all units of government in the Board of County Commissioners' budget for reimbursement to public employees and other authorized persons for travel expenses.

UPDATES:

Future updates of PPM# CW-F-009 will be the responsibility of the Assistant County Administrator in County Administration.

AUTHORITY:

The authority of this PPM is contained in Resolution No. R2006-0120 of the Board of County Commissioners of Palm Beach County, Florida, adopting a policy on travel pursuant to Sections 112.061 and 125.0104, Florida Statutes, which prescribe travel expenses of public officers, employees and other authorized persons.

Section 125.0104, Florida Statutes prescribes travel for the Tourist Development Council. The Council's purpose is to promote and publicize Palm Beach County and, as such, has extended limits on travel reimbursement. When a specific exception is not made in Section 125.0104, Florida Statutes, then Section 112.061 Florida Statutes, governs.

Employees of the Tourist Development Council, when traveling on official County business in the performance of tourism related activities as prescribed by Section 125.0104 of the Florida Statutes, will be reimbursed for actual, reasonable and necessary expenses when meeting with travel writers, tour brokers or others connected with the tour industry. They will be reimbursed for foreign travel at current rates as specified in the Federal publication "Standardized Regulations (Government Civilians, Foreign Areas)," as outlined in Section 125.0104,

Subsection 9 of the Florida Statutes.

DEFINITIONS:

Travel Categories:

1. **Business Travel** – Travel that is necessary for an employee to complete an assigned task or carry out his/her assigned responsibilities. Examples include serving on a professional or technical board, a speaking engagement, involvement with regulatory agencies, bond closings, and all other business travel with a clearly identified public purpose. Agencies responsible for marketing and promoting Palm Beach County (i.e., Tourist Development) may attend promotional conventions as business trips. For a trip to be classified in the Business Travel category, there generally is no registration fee.
2. **Certification Travel** – Travel related to essential technical training required to perform in the job classification. For a trip to be classified in this category, the course must result in a certificate, course credit, Continuing Professional Education (CPE), Continued Legal Education (CLDE), Continuing Education Units (CEU) credits toward future certification or satisfaction of in-service training required by State or Federally funded programs. Examples include paramedic training, training in computer technology, and skills training in the operation of equipment or systems.
3. **Training Travel** –
 - a) **Outside Palm Beach County** – A seminar, workshop, or session conducted outside Palm Beach County that is dedicated to providing desirable or essential knowledge to be utilized within the job classification. Seminars, workshops, or sessions offered as part of a conference or convention must be included in the Conference/Convention category.
 - b) **Within Palm Beach County** – A seminar, workshop, session, conference, or convention conducted within Palm Beach County that is dedicated to providing desirable or essential knowledge to be utilized within the job classification.
4. **Lobbying Travel** – Travel in relation to State or Federal Legislation.
5. **Employee Recognition Events** – If the department's annual employee recognition event is held during normal working hours, designated drivers may receive mileage reimbursement for transporting groups of employees to the event.
6. **Conference/Convention Travel** – A session dedicated to specialized topics or areas of common professional or technical interest for the purpose of exchanging views regarding common issues or areas of interest, or the discussion of related problems and solutions. CPE or CEU credits may or may not be given. A conference/convention typically includes the following:

- a) Concurrent sessions.
- b) Exhibits by vendors regarding goods and services related to the professional or technical interests.
- c) Breakfast/luncheon/dinner functions, which are scheduled to disseminate relevant information.
- d) Social and/or recreational functions offered for the well-being of the participants.
- e) Registration fees required for participation.

Travel to such meetings is to be classified as Conference/Convention on the Travel Request/Reimbursement Form (See Attachment A), unless it can be clearly defined and documented the travel meets the intent of one of the other travel categories as contained within this section.

Travel Day: A period of twenty-four (24) hours consisting of four quarters of six (6) hours each.

Per Diem: As an alternative to reimbursement for lodging and meals, a traveler may receive an amount per day for lodging and meals. No receipts are required. The day is divided into four quarters. Per diem is limited to travel that requires an overnight stay.

Common Carrier: Includes train, bus commercial airline, rental car of established rental car firm.

Other Authorized Persons: Individuals required to travel for County business who are not County employees.

POLICY:

Occasional travel by County officials, employees and other authorized persons are considered necessary and useful to the conduct of County business. Attendance at selected professional association meetings and trainings courses provides a benefit to the County through an increased awareness of technical and administrative developments.

However, the cost of travel, the resulting absence from normal duties, and the public's sensitivity to these issues demand that alternative means of accomplishing travel purposes be carefully examined. Telephone (including conference calls) and written communications should be considered prior to requesting travel authorization.

When no feasible substitute for travel exists, the traveler and the approving authority must keep the associated expenses such as airfare, lodging, taxi, or auto rental to a minimum.

Consideration of time-efficiency vs. cost must be addressed in the best interest of the County rather than be based on the individual's convenience.

Travel must be pre-authorized. Travel arrangements should be made well in advance since last minute arrangements and changes are costly. Reimbursement for travel will be made within the limitations prescribed by Florida Statutes. **The approving authority is responsible for ensuring compliance with these regulations.**

AUTHORIZATIONS:

TRAVELLER	AUTHORIZATION
Employees/Other Authorized Persons	Department Director/Deputy/Assistant Director Director of Administration (PZ&B) Director, Facilities Operations (FDO)
Staff Reporting to County Administrator	County Administrator or Deputy County Administrator
Department Director	Deputy or Assistant County Administrator
County Attorney Staff	County Attorney
Internal Auditor Staff	Internal Auditor
Fire Rescue Staff	Fire Rescue Administrator
15 th Judicial Circuit Staff	Court Administrator/Chief Judge
Advisory Board Members	Board of County Commissioners
State Attorney Staff	State Attorney
Public Defender Staff	Public Defender
County Commissioners County Commissioners' Staff County Administrator County Attorney Internal Auditor	Reference Resolution No. R93-282

TRAVEL LIMITATION GUIDELINES:

Conferences and Conventions (Outside County on annual basis):

Technical Staff	1 in state trip
Professional Staff	2 trips, maximum 1 out of state trip
Managerial Staff/Division Directors & above	3 trips, maximum 2 out of state trips

Number of Attendees from one Department:

Four (4) people from one department for in-state trips.
Two (2) people from one department for out-of-state trips.

If the conference or convention addresses more than one area of responsibilities or discipline (i.e., large county departments containing several divisions) and the approving authority wishes

to increase the number of attendees, approval by the next higher authority is required.

Any exceptions to these guidelines must be documented and receive approval by the next higher authority prior to travel.

All travel must benefit Palm Beach County. The approving authority will be responsible for assuring that total travel for the fiscal year will not interfere with job duties or the efficient operation of the Department and that opportunities will be on a rotation basis.

BUDGET VERIFICATION:

Each approving authority shall be responsible for verifying that sufficient budgeted funds are available prior to authorizing travel.

AIRLINE AND OTHER TRANSPORTATION ARRANGEMENTS:

Route of Travel: All travel must be by a usually traveled route. If a person travels by an indirect route for personal convenience, any extra costs will be at the traveler's expense.

Method of Travel: Persons requesting travel by commercial airlines are required to compare airfares before booking flights. Persons requesting travel must specify the most economical method of travel [e.g., County-owned vehicle, privately-owned vehicle, public transportation (common carrier)].

Commercial Air Travel: Commercial air travel will be by the most economical class. First-class common carrier rates will be paid only if a statement is attached to the voucher certifying that tourist or coach was not available at a reasonable flight time.

If substantial savings will result from traveling to or from County business outside the normal expected travel period, documentation, verification, and approval by the Approving Authority (See Authorizations on Page 4) must be attached to the Travel Request/Reimbursement Form (See Attachment A).

Example:

	Dates & Times of Travel	Dates & Times of Travel
	_____	_____
	_____	_____
Cost:		
Airfare	\$400.00	\$250.00
Meals	42.00	63.00
Lodging	65.00	130.00
Total:	\$507.00	\$443.00

If traveling outside the normal expected travel period results in substantial savings, the County will pay the Meals and Lodging. However, if the extra travel time involves normal work hours, either the employee may use vacation time or the lost time away from work must be included in the cost calculations.

Private Airplane Travel: The use of a private airplane for County business shall be approved on the basis that this mode of travel is beneficial to the County from a financial and/or time standpoint. Costs shall not exceed the costs of the lowest commercial airfare available. If there are multiple travelers, reimbursement will be made based on actual expenditures of the private aircraft not-to-exceed the total amount that would have been reimbursed had the travelers used the normal commercial airline mode of travel. Written justification must be signed by the Approving Authority and attached to the Travel Request/Reimbursement Form (See Attachment A) when submitted to Finance.

TRAVEL ADVANCES:

If authorized by the Approving Authority, a traveler may request an advance to cover anticipated costs of travel. The guidelines below must be followed when a travel advance is requested.

There will be no advances for amounts under \$100.00.

Advances may be made for 100% of airfare, registration fees, per diem or pre-determined hotel rates and meal allowances.

A Travel Request/Reimbursement Form (See Attachment A) with the advance amount needed must be submitted at least seven (7) working days prior to travel.

The Finance Department shall have the authority to deny travel advance privileges to those individuals or to those departments, which have failed to properly or promptly submit a voucher for reimbursements of travel expenses or travel request forms for advances.

All travel advances must be accounted for within (10) working days upon returning from the trip. Any employee delinquent in submitting his/her travel reimbursement voucher within the ten (10) day limit may be denied all future travel advances.

Employees who are overpaid, who resign or are discharged from County service prior to attending the conference or seminar, or who fail to attend the conference or seminar, will reimburse the County for any excess travel advance funds received. The County may recoup the funds through deductions from the employee's paycheck(s) and/or through such other collection means as the County elects to use.

REIMBURSABLE TRAVEL EXPENSES:

Section A – Travel Outside Palm Beach County Requiring Overnight Stay

- 1) **Meals and Lodging:** All travelers are allowed meals and lodging when traveling to a convention, conference or County business out of Palm Beach County requiring an overnight stay. Reimbursement for meals and lodging will be as follows:

Per diem in the amount of \$95 per day: based upon a quarter period (six hours or fraction thereof, @ \$23.75 per quarter); paid receipts not required; or

If actual expenses are determined to-exceed per diem as described above, then actual expenses for lodging at a single occupancy rate substantiated by paid bills, plus an amount for meal allowances as follows:

Breakfast -	\$6
Lunch -	\$12
Dinner	\$22

If meals are included in the registration fee, a meal allowance will not be reimbursed.

- 2) **Registration Fees**
- 3) **Incidental Reimbursable Expenses:** The following incidental expenses of the traveler may be reimbursed:

Car Rental – The Approving Authority will make the determination of need. Car rentals must be approved and submitted on the Travel Request/Reimbursement Form (See Attachment A) prior to travel with justification included. The intermediate car rental rate will be reimbursed unless the need for a larger car has been documented and approved by the Approving Authority. Rental cars used from Palm Beach County are discouraged unless specifically justified.

Taxi Fare or Bus Fare – Receipts are required.

Bridge, Road, Tunnel Tolls, and other Fares – Receipts are required.

Telephone – For County business only.

Fax and Internet Access Fee – For County business only.

Storage or Parking Fees – Receipts are required.

Vicinity Travel - Restricted to business purposes. Florida State Statute requires documentation of the point of origin, the point of destination, and the public purpose for the vicinity travel. The County will not reimburse for personal travel (i.e., sightseeing, travel to eating establishments).

Mileage – The traveler will be reimbursed for mileage when using their own vehicle for

County travel at a set by the Internal Revenue Service. The standard mileage rate for business travel, as set by the IRS, is \$.50 per mile effective January 1, 2010. Employees who receive a monthly auto allowance will be reimbursed for all mileage incurred for out-of-county trips.

Section B – Travel Outside Palm Beach County not Requiring an Overnight Stay

- 1) **Meals:** The traveler will be reimbursed a meal allowance as follows:

Breakfast - \$ 6.00
Lunch - \$12.00
Dinner - \$22.00

If meals are included in the registration fee, a meal allowance will not be reimbursed.

- 2) **Registration Fees:** When the only expense incurred is a registration fee and the department has been invoiced by the vendor, the traveler may request payment to the vendor on the Direct Payment Voucher Form (**See Attachment E**), after attending the event requiring the registration fee. If the registration fee must be paid in advance, the traveler may request an advance using the procedure outlined under **Travel Advances on Page 6**.
- 3) **Incidental Reimbursable Expenses:** The following incidental expenses of the traveler may be reimbursed:

Car Rental – The approving Authority will make the determination of need. Car rentals must be approved and submitted on the Travel Request/Reimbursement Form (**See Attachment A**) prior to travel with justification included. The intermediate car rental rate will be reimbursed unless the need for a larger car has been documented and approved by the Approving Authority. Rental cars used from Palm Beach County are discouraged unless specifically justified.

Taxi Fare or Bus Fare – Receipts are required.

Bridge, Road, Tunnel Tolls, and other Fares – Receipts are required.

Telephone – For County business only.

Fax and Internet Access Fee – For County business only.

Storage or Parking Fees – Receipts are required.

Vicinity Travel - Restricted to business purposes. Florida State Statute requires documentation of the point of origin, the point of destination, and the public purpose for the vicinity travel. The County will not reimburse for personal travel (i.e., sightseeing,

travel to eating establishments).

Mileage - The traveler will be reimbursed for mileage when using their own vehicle for County travel at a set by the Internal Revenue Service. The standard mileage rate for business travel, as set by the IRS, is \$.50 per mile effective January 1, 2010. Employees who receive a monthly auto allowance will be reimbursed for all mileage incurred for out-of-county trips.

Section C – One-Day Travel Within Palm Beach County

- 1) **Meals:** Meal allowances will not be paid for one-day travel within Palm Beach County unless authorized by the County Administrator for a specific job assignment.
- 2) **Registration Fees:** When the only expense incurred is a registration fee and the department has been invoiced by the vendor, the travel may request payment to the vendor on the Direct Payment Voucher Form (**See Attachment E**), after attending the event requiring the registration fee. If the registration fee must be paid in advance, the traveler may request an advance using the procedure outlined under **Travel Advances on Page 6**.
- 3) **Incidental Reimbursable Expenses:** The following incidental expenses of the traveler may be reimbursed:

Tolls – Receipts are required.

Telephone – For County business only.

Fax and Internet Access Fee – For County business only.

Storage or Parking Fees – Receipts are required.

Vicinity Travel - Restricted to business purposes. Florida State Statute requires documentation of the point of origin, the point of destination, and the public purpose for the vicinity travel. The County will not reimburse for personal travel (i.e., sightseeing, travel to eating establishments).

Mileage – The traveler will be reimbursed for mileage when using their own vehicle for County travel at a set by the Internal Revenue Service. The standard mileage rate for business travel, as set by the IRS, is \$.50 per mile effective January 1, 2010. Employees who receive a monthly auto allowance will not be reimbursed for all mileage incurred for in-county trips. When the only expense incurred by the traveler is mileage, tolls and/or parking, the Mileage Reimbursement Voucher is only used. (**See Attachment B**).

Section D – General

- 1) **County Travel combined with Personal Travel:** An employee traveling on official County business who wishes to alter travel plans for personal reasons must indicate such on the Travel Request/Reimbursement Form (See Attachment A).

The traveler will only be reimbursed for those expenses which are clearly County business-related. Per diem or meals and lodging will be in effect only during the actual period of time spent on official County business.

If personal travel is prior to County business, County business commences as if personal travel were not included. If personal travel is after the conclusion of County business, personal travel begins at the time the traveler would have been expected to depart. Overnight accommodations/associated costs shall be permitted if it is not reasonable or practical for the employee to arrive or depart on the same day(s) as the event.

- 2) **Mileage Reimbursement Requirements (formerly known as "Mileage Agreements"):** When it is necessary for employees to use their privately-owned vehicles for transportation in the discharge of their assigned official duties on behalf of Palm Beach County, reimbursement for travel, including necessary parking and tolls, can be made by completing a Mileage Reimbursement Voucher (See Attachment B). (An employee requesting mileage reimbursement must be an authorized driver in accordance with County policies in order to receive reimbursement from Finance). Mileage Reimbursement will be in accordance with the State of Florida Official Map mileage, for County travel at a rate set by the Internal Revenue Service. The standard mileage rate for business travel, as set by the IRS, is \$.50 per mile effective January 1, 2010.

Employees who request mileage reimbursement must maintain minimum limits of automobile liability insurance coverage in accordance with the limits in 324.021(7) Florida Statutes, Proof of Financial Responsibility, as it now exists or may be from time to time amended. (See Attachment C).

To obtain authorization for new driver applicants, employees must complete the top part of the Employee Drive Authorization Form (See Attachment D) and submit this form (in its entirety), to Loss Control/Risk Management. Loss Control will check the employee's Motor Vehicle Report (MVR) for compliance with County policies and advise the employee and the respective department of compliance. If not in compliance, Finance as well as the employee or his/her department will be notified.

- 3) **Auto Allowance:** Employees who receive an auto allowance will not be eligible for reimbursement for automobile mileage, except for mileage incurred for out-of-county travel. For all normal or daily business travel, employees receiving the auto allowance will use their personal vehicle and not a departmental vehicle unless travel is with other authorized travelers. The auto allowance varies according to position level. (For

additional information, refer to County Administrative Code Section 305.12).

- 4) **Non-Reimbursable Expenses:** Non-reimbursable expenses are those generated by activities and events, which do not serve a direct public purpose to the County. Such expenses include the following:

Laundry/Dry Cleaning	Suites/Villas
Gratuities	Donations
Entertainment/Alcoholic Beverages	Personal Phone Calls not related to business
Room Service	Flight Insurance
Parking/Moving/Traffic Violations	Vicinity Travel to/from Eating Establishments
Movie Rentals	Locker Rentals
Cribs, irons, etc.	Leisure Services

TRAVEL REQUEST/REIMBURSEMENT FORM:

Request: All travel will be requested and approved on the approved Travel Request/Reimbursement Form (See Attachment A), except for the following situations:

- 1) Authorized attendance at seminars, Certification exams, Conference calls and other training that does not involve travel, travel on County time or per diem. A Direct Payment Voucher (See Attachment E) should be used to process these activities; and
- 2) When a Registration Fee is the only expense incurred and has been invoiced by the vendor, a direct Payment Voucher (See Attachment E) should be used, after attending the event requiring the registration fee. If the registration fee must be paid in advance, the traveler may request an advance using the procedure outlined under **Travel Advances on Page 6.**

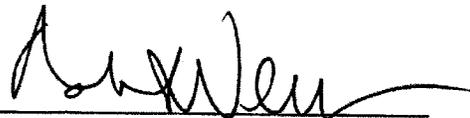
Should reimbursement be requested for non-county employees (i.e., applicants traveling for assessment centers), the "Job Title" portion of the Form shall indicate "other." A copy of the approved form shall be submitted to the Finance Department prior to travel if requesting an advance.

To claim reimbursement, submit the Travel Request/Reimbursement Form (See Attachment A) to the appropriate Approving Authority together with the following minimal supporting documents:

- 1) The approved Travel Request/Reimbursement (See Attachment A) which the actual travel was performed.
- 2) Receipts substantiating all expenses, including airline passenger receipt/ticket stubs and flight itinerary.
- 3) Copy of the meeting's agenda, invitation, and/or other supporting documents.

- 4) Written approval of any exceptions outlined in the policy.
- 5) Written justification and documentation required by this policy.

Following the review and approval of the Travel Request/Reimbursement Form (See **Attachment A**) and supporting documents, the department will forward one copy to Finance for payment.



ROBERT WEISMAN
COUNTY ADMINISTRATOR

Supersession History:

1. CW-F-005, Mileage Reimbursement
2. CW-F-010, One-Day Travel
3. CW-F-006, dated 11/02/93
4. CW-F-006, issued 5/1/96
5. CW-F-009, issued 9/11/00
6. CW-F-009, issued 8/19/03
7. CW-F-009, issued 1/10/06
8. CW-F-009, issued 2/12/07
9. CW-F-009, issued 1/01/08
10. CW-F-009, issued 7/1/08
11. CW-F-009, issued 12/17/08
12. CW-F-009, issued 12/10/09

CHAPTER 324

FINANCIAL RESPONSIBILITY

- 324.011 Purpose of Chapter.
- 324.021 Definitions minimum insurance required.
- 324.022 Financial responsibility for property damage.
- 324.031 Manner of providing financial responsibility.
- 324.032 Manner of providing financial responsibility; for hire passenger transportation vehicles.
- 324.042 Administration.
- 324.051 Reports of accident; suspensions of licenses and registrations.
- 324.061 Security deposited with Department of Highway Safety and Motor Vehicles release.
- 324.071 Reinstatement; renewal of licenses reinstatement fee.
- 324.072 Proof required upon certain convictions.
- 324.081 Nonresident owner or operator
- 324.091 Notice to department; notice to insurer.
- 324.101 Compliance before license or registration allowed.
- 324.111 Failure to satisfy judgment; copy to department.
- 324.121 Suspension of license and registration.
- 324.131 Period of suspension.
- 324.141 Installments payments.
- 324.151 Motor vehicle liability policies; required provisions.
- 324.161 Proof of financial responsibility; surety bond or deposit.
- 324.171 Self-insurer.
- 324.181 Cancellation of liability policies: plan for apportionment of certain applicants.
- 324.191 Consent to cancellation; direction to return money or securities.
- 324.201 Return of license or registration to department.
- 324.202 Seizure of motor vehicle license plates by recovery agents.
- 324.211 Sale by owner during suspension rights of conditional vendors, mortgages and lessors.
- 324.221 Penalties.
- 324.251 Short title.
- 324.011 Purpose of chapter.**--It is the intent of this chapter to recognize the existing privilege to own or operate a motor vehicle on the public streets and highways of this state when such vehicles are used with due consideration for others and their property, and to promote safety and provide financial security requirements for such owners or operators whose responsibility it is to recompense others for injury to person or property caused by the operation of a motor vehicle. Therefore, it is required herein that the operator of a motor vehicle involved in a crash or convicted of certain traffic offenses meeting the operative provisions of s. 324.051(2) shall respond for such damages and show proof of financial ability to respond for damages in future accidents as a requisite to his or her future exercise of such privileges.
- 324.021 Definitions; minimum insurance required.**--The following words and phrases when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section, except in those instances where the context clearly indicates a different meaning:
- (1) **MOTOR VEHICLE.**--Every self-propelled vehicle which is designed and required to be licensed for use upon a highway, including trailers and semitrailers designed for use with such vehicles, except traction engines, road rollers, farm tractors, power shovels, and well drillers, and every vehicle which is propelled by electric power obtained from overhead wires but not operated upon rails, but not including any bicycle or moped. However, the term "motor vehicle" shall not include any motor vehicle as defined in s. 627.732(3) when the owner of such vehicle has complied with the requirements of ss. 627.730-627.7405, inclusive, unless the provisions of s. 324.051 apply; and, in such case, the applicable proof of insurance provisions of s. 320.02 apply.
- (2) **DEPARTMENT.**--The Department of Highway Safety and Motor Vehicles.
- (3) **OPERATOR.**--Every person who is in actual physical control of a motor vehicle.
- (4) **PERSON.**--Every natural person, firm, copartnership, association, or corporation.
- (5) **NONRESIDENT.**--Every person who is not a resident of this state.
- (6) **LICENSE.**--Any license, temporary instruction permit, or temporary license issued under the laws of this state pertaining to the licensing of persons to operate motor vehicles.
- (7) PROOF OF FINANCIAL RESPONSIBILITY.**--That proof of ability to respond in damages for liability on account of crashes arising out of the use of a motor vehicle:
(a) In the amount of \$10,000 because of bodily injury to, or death of, one person in any one crash;
(b) Subject to such limits for one person, in the amount of \$20,000 because of bodily injury to, or death of, two or more persons in any one crash;
(c) In the amount of \$10,000 because of injury to, or destruction of, property of others in any one crash; and
(d) With respect to commercial motor vehicles and nonpublic sector buses, in the amounts specified in ss. 627.7415 and 627.742, respectively.
- (8) **MOTOR VEHICLE LIABILITY POLICY.**--Any owner's or operator's policy of liability insurance furnished as proof of financial responsibility pursuant to s. 324.031, insuring such owner or operator against loss from liability for bodily injury, death, and property damage arising out of the ownership, maintenance, or use of a motor vehicle in not less than the limits described in subsection (7) and conforming to the requirements of s. 324.151, issued by any insurance company authorized to do business in this state.

EMPLOYEE DRIVER AUTHORIZATION

I. EMPLOYEE SECTION- to be completed at Insurance Briefing

Employee Name _____ Date _____

(Last) (First) (M.I.)

Address _____

(Street) (City) (State) (Zip Code)

Department/Division _____ Job Title _____

Drivers License No. _____ Date of Issue _____

DOB _____ License Type: CDL or OP Exp. date _____

(circle)

Previous State & DL No. _____ Date of Hire _____

(if applicable)

I have read and understood the Vehicle Safety Program, PPM # CW-O-004, and understand my responsibilities as a driver/operator of Palm Beach County vehicles/equipment. I certify that I have not been convicted of three moving violations or one DUI conviction in the preceding twenty-four (24) month period, in Florida or any other state. (The provision of any false information will result in immediate loss of driving privileges of County vehicles, and appropriate disciplinary action, including possible termination, will be pursued.)

Signature _____ Date _____

II. RISK MANAGEMENT/LOSS CONTROL SECTION

The above employee has met the County guidelines for operating motorized vehicles for Palm Beach County:

_____ Date _____

LOSS CONTROL PERSONNEL- (signature)

*Only top two sections are completed for authorization of vehicle under 8,000lbs. The department supervisor must complete next section if the vehicle is over 8,000lbs.

III. DEPARTMENT/DIVISION SECTION- To be completed by the immediate supervisor. (please check all that apply)

Employee will operate vehicles which are classed as follows:

Class D (Non-Commercial License) _____

(over 8,000lbs., but under 26,000lbs. w/o endorsements) _____

C.D.L. Class A (Combination over 26,000 lbs.) _____

C.D.L. Class B (Single over 26,000lbs.) _____

C.D.L. Class C (Single over 8,000 w/endorsements) _____

C.D.L. Air Brake Endorsement _____

C.D.L. Passenger Transport Endorsement _____

C.D.L. Tank Vehicle Endorsement _____

C.D.L. Hazardous Materials Endorsement _____

Other vehicles/equipment (BE SPECIFIC): _____

_____, has been trained and road tested on all of the above vehicles/equipment and has met the qualifications for operating the same. A Training Form and Road Test form has been completed and is maintained in our department files.

_____ Date _____

Supervisor signature

IV. RISK MANAGEMENT/LOSS CONTROL

All information has been received; employee is authorized to operate the above stated vehicles/equipment.

_____ Date _____

Risk Management Personnel

11/15/90

Original Loss Control

Canary: Department

Pink: Personnel

COUNTY FORM 009

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
DIRECT PAYMENT VOUCHERS**

VOUCHER NO.

VENDOR NAME			
VENDOR ADDRESS			
VENDOR CITY		DATE	
VENDOR STATE; ZIP		VENDOR #	
PURPOSE	ACCOUNT NUMBER	AMOUNT	

AUTHORIZED USES

THIS FORM IS TO BE USED TO AUTHORIZE DIRECT PAYMENT BY FINANCE FOR THOSE ITEMS LISTED IN COUNTYWIDE PPM # CW-L-035.

APPROVAL

DEPARTMENT

DIVISION

SIGNATURE

TITLE

EXHIBIT D – PALM BEACH COUNTY PPM # CW-O-052

TO: ALL COUNTY PERSONNEL
FROM: ROBERT WEISMAN, P.E.
COUNTY ADMINISTRATOR
PREPARED BY: COUNTY ATTORNEY'S OFFICE
SUBJECT: OUTSIDE COUNSEL CONFLICTS OF INTEREST
PPM #: CW-O-052

=====
ISSUE DATE:
October 5, 1993

=====
EFFECTIVE DATE:
October 5, 1993
=====

PURPOSE:

The purpose of this memorandum is to establish the Board of County Commissioners' policy regarding actual and potential conflicts of interest of outside counsel representing Palm Beach County.

AUTHORITY:

Rule 4-1.7, Rules Regulating the Florida Bar.

POLICY:

The policy of Palm Beach County is to eliminate and limit conflicts of interest by outside counsel in order to prevent the occurrence of all adverse conflicts, resolve any conflicts that may otherwise arise during representation, and to provide a procedure to waive and consent to apparent conflicts of interest which would not adversely affect the interests of Palm Beach County.

Rule 4-1.7 of the Rules Regulating the Florida Bar prohibits a lawyer from representing a client "if the representation of that client will be directly adverse to the interests of another client, unless:

1. The lawyer reasonably believes the representation will not adversely affect the lawyer's responsibilities to and relationship with the other client; and
2. Each client consents after consultation.

Under Rule 4-1.7 it is the responsibility of the lawyer to determine if undertaking the representation of a client constitutes a conflict of interest.

Any lawyer¹ undertaking representation of Palm Beach County shall not represent any other client with regard to any litigation or other adversary proceeding in which Palm Beach County, a County Commissioner or a county employee (acting in their capacity as a county employee) is named as an adverse party. If a lawyer representing Palm Beach County becomes aware of a conflict, such lawyer shall immediately notify the County Attorney in writing of the circumstances of such conflict of interest and the action which the lawyer is taking to resolve such conflict.

All law firms which are participating in the bond counsel rotation as selected by the Board of County Commissioners are precluded from serving as underwriter's counsel on any Palm Beach County bond issue during the period for which that rotation is in effect. This prohibition includes all law firms serving as bond counsel for issues in which Palm Beach County is a conduit issuer.

A lawyer representing Palm Beach County who has undertaken, or wishes to undertake, representation of a client who has matters or transactions with Palm Beach County which the lawyer believes will not adversely affect his representation of the County shall apply to the County for a waiver under Rule 4-1.7. Examples of waivable conflicts would include representing clients: who have applications planned or pending for development orders or approvals or other land use review of a quasi-legislative nature; who have routine administrative matters; who are seeking permits from Palm Beach County; who have commenced real property foreclosure actions in which Palm Beach County has been named as a defendant having an obviously subordinate interest in the property; who have applications before the Palm Beach County Value Adjustment Board; and in similar non-adverse matters. To undertake or continue all such undertakings to represent such clients, the lawyer shall obtain a waiver as provided herein.

It is the individual lawyer's responsibility to comply with the Standards of Conduct established by the Florida Supreme Court (Rule 3-4.1). The question of whether there is in fact a conflict of interest depends upon whether "the lawyer reasonably believes the representation will not adversely affect the lawyer's responsibilities to and relationship with the other client" (Rule 4-1.7).

Any lawyer requesting a waiver under Rule 4-1.7 shall identify the prospective client, business association, interest or circumstance, the nature of work that the attorney may undertake, explain in writing why he believes the concurrent representation will not violate Rule 4-1.7, and furnish a copy of the written consent of such client. If the County Attorney and County Administrator agree

¹ "Lawyer" as used herein includes the lawyer's law firm, partners and associates.

that a waiver as to a particular conflict of interest is in the best interest of Palm Beach County, the County Attorney may consent to such waiver on behalf of the Board of County Commissioners; otherwise, the County Attorney may present such request to the Board of County Commissioners for its consideration.

Palm Beach County retains absolute discretion to object to any concurrent representation which results in a conflict of interest.



ROBERT WEISMAN, P.E.
COUNTY ADMINISTRATOR