

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 18, 2011

Consent Regular
 Public Hearing

Department

Submitted By: COUNTY ATTORNEY

Submitted For: RISK MANAGEMENT

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: approve an Agreement with the law firm of Anne H. Ford, P.A., to provide continued litigation services for Palm Beach County in the Workers' Compensation matter of Frank Nicastro v. Palm Beach County, with a new cap of \$100,000 in attorney fees and \$10,000 in costs and expenses.

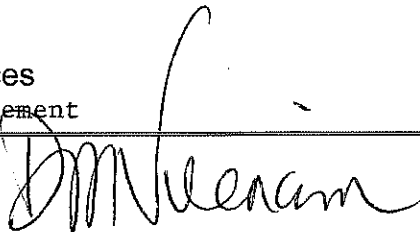
Summary: The law firm of Anne H. Ford, P.A., has represented Palm Beach County in the Workers' Compensation matter of Frank Nicastro v. Palm Beach County since 2000. The fee cap of \$50,000 under a previous Agreement has been exhausted over the last ten years, and new disputes, in large part over fee claims by Nicastro's attorneys, will involve more intense litigation than the matter has involved for a number of years. Countywide (AJM)

Background and Policy Issues: This dispute arose out of employment-related injuries suffered by Frank Nicastro in 1981. Although Nicastro's initial back injuries were relatively minor, he did not actively pursue his claim for many years and the County did not provide treatment until attorneys became involved on his behalf. The case was extensively litigated by (other) outside counsel in the late 1990's, and the County was ordered to provide a number of life-time benefits to Nicastro, including psychiatric treatment and attendant care, and the establishment of a guardianship. The County also paid very high attorneys' fees to Nicastro's lawyers. New disputes have arisen over the rates of pay due his attendant nurse and costs of the guardianship, which have, in turn, resulted in significant additional claims for attorneys' fees. This Agreement with the law firm of Anne H. Ford, P.A. will provide legal services up to \$100,000 in attorneys' fees and \$10,000 in costs and expenses. Staff recommends this new Agreement as in the best interests of the County.

Attachments:

1. Agreement for Legal Services
2. Budget Availability Statement

Recommended by:



10/7/11

County Attorney's Office

Date

Approved by:

N/A

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$ <u>110,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ <u>110,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 5011 Department 700 Unit 7242 Object 4511

Reporting Category _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

<p>_____ <i>[Signature]</i> OFMB VA 10/11/11</p>	<p>_____ <i>[Signature]</i> Contract Development and Control 10-17-11 B. O'Keefe</p>
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B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
LAW OFFICE OF ANNE H. FORD, P.A.
FOR LEGAL SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the COUNTY), and the **LAW OFFICE OF ANNE H. FORD, P.A. (OUTSIDE COUNSEL)**.

WITNESSETH:

WHEREAS, there have arisen issues that will require litigation in the worker's compensation case styled Frank Nicastro v. Palm Beach County, Claim No. 267-25-5783, Date of Accident 10-7-81 (the PENDING LITIGATION);

WHEREAS, the specialized nature of worker's compensation law, and the specific demands made by Claimant herein, warrant the use of outside counsel;

WHEREAS, the LAW OFFICE OF ANNE H. FORD, P.A., through Anne H. Ford, Esquire, has been representing the COUNTY in the PENDING LITIGATION for a number of years, has expertise in worker's compensation law, and is willing to continue to represent the COUNTY by providing appropriate legal services (the LEGAL SERVICES); and

WHEREAS, the amended agreement between the COUNTY and OUTSIDE COUNSEL entered in February 2003, under which the parties have been operating since then, did not anticipate significant contested issues such as those which have arisen;

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. (a) The parties hereby agree that OUTSIDE COUNSEL shall represent the

COUNTY in the PENDING LITIGATION. Anne H. Ford, Esquire, will assume primary responsibility on behalf of OUTSIDE COUNSEL for management of the LEGAL SERVICES.

(b) It is anticipated that 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 OUTSIDE COUNSEL or staff experience required by task, and taking other actions to improve efficiency.

(c) Multiple staffing of attorneys at meetings and depositions by OUTSIDE COUNSEL will not be compensated unless prior approval from the COUNTY has been obtained. All discovery, including depositions, document production, and interrogatories, shall be coordinated by the County Attorney's Office and OUTSIDE COUNSEL's contract administrator to avoid needless duplication of effort.

3. (a) The COUNTY agrees to pay for OUTSIDE COUNSEL's direct time at the rate of \$150.00 per hour; the total amount for LEGAL SERVICES shall not exceed \$100,000.00 for the term of this Agreement, which shall end when either fee or cost cap is reached or at the termination of the PENDING LITIGATION.

(b) OUTSIDE COUNSEL shall invoice the COUNTY on a monthly basis. The monthly bills must be submitted to the County Attorney's Office for review and approval prior to payment. The bills shall be itemized to reflect each task performed by OUTSIDE COUNSEL and the actual time spent on each task, using one-tenth of an hour increments.

(c) OUTSIDE COUNSEL must notify the COUNTY, in writing, when its hourly fees reach 90% of the contractual limit, or \$90,000.00.

(d) No lower billing rates will be used for any other client of OUTSIDE

COUNSEL, except pro bono clients. If it is determined that lower billing rates are in effect for other clients, the rates charged to the COUNTY shall be adjusted retroactively to reflect the lowest hourly billing rate.

4. (a) The COUNTY agrees to reimburse OUTSIDE COUNSEL for any expenses and costs incurred during the course of said legal representation, which may include, but are not limited to, out-of-pocket expenses for photocopying at a rate of .15 per page, courier charges, computerized research, long distance telephone charges, postage, and printing; provided, however, the cumulative reimbursable costs and expenses paid by the COUNTY shall not exceed \$10,000.00. Court filing fees and costs, witness fees, and previously approved travel shall be itemized and invoiced separately. Costs for staff overtime shall not be reimbursable by the County. OUTSIDE COUNSEL must notify the COUNTY, in writing, when the costs it has paid reach 90% of the contractual limit, or \$9,000.00.

(b) All requests for payment of expenses eligible for reimbursement under the terms of this AGREEMENT shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this AGREEMENT. Long distance telephone calls shall state the number called, time and cost. Any out-of-county travel, per diem, mileage or meal expenses which may be reimbursable under the terms of this AGREEMENT shall be approved by the County Attorney's Office, in advance, and shall be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes and all applicable policies and procedures established by the Board of County Commissioners.

(c) OUTSIDE COUNSEL further agrees to comply with the requirements for reimbursable expenses set forth in Exhibit A, which is attached hereto and made a part hereof.

(d) OUTSIDE COUNSEL covenants and agrees that any other type of billing or time keeping which allows compensation for time not actually spent by OUTSIDE COUNSEL is not permitted under this AGREEMENT. Therefore, it shall be a material breach of the terms of this AGREEMENT for OUTSIDE COUNSEL or anyone on OUTSIDE COUNSEL's behalf to submit for payment any statement of services rendered that either (i) overstates the amount of time actually spent pursuant to this AGREEMENT, or (ii) includes time spent by any person not affiliated with OUTSIDE COUNSEL.

(e) Each statement of costs and fees represents an implied warranty that the statement sets forth only the actual time spent and only the actual costs incurred. The COUNTY may rely on the implied warranty.

(f) The COUNTY shall not be responsible for the cost of any computerized legal research service that OUTSIDE COUNSEL receives on a fixed or "flat fee" basis.

(g) OUTSIDE COUNSEL shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the LEGAL SERVICES for at least three (3) years after completion of the PENDING LITIGATION. The COUNTY shall have access to such records during normal business hours, upon reasonable notice to OUTSIDE COUNSEL.

5. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit,

investigate, monitor, and inspect the activities of the CONSULTANT, 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

6. This AGREEMENT may be terminated by the COUNTY upon written notice to OUTSIDE COUNSEL, and said termination shall become effective upon receipt of said notice. The AGREEMENT may be terminated by OUTSIDE COUNSEL upon ninety (90) days written notice to the COUNTY. Upon termination by either party, OUTSIDE COUNSEL shall transfer all work in progress, completed work, and other materials related to the terminated work to the COUNTY.

7. (a) OUTSIDE COUNSEL shall not settle any claim without the prior written authorization of the County Attorney's Office.

(b) Copies of all correspondence and pleadings shall be directed to the County Attorney's Office.

8. OUTSIDE COUNSEL shall obtain prior approval from the County Attorney's Office before filing a counterclaim, crossclaim, or third-party claim, retaining any expert witness, or arranging any out-of-town travel.

9. OUTSIDE COUNSEL shall provide periodic status reports, either oral or in writing, as requested by the County Attorney's Office.

prior written notice of any cancellation or non-renewal.

(c) Approval of the insurance by the COUNTY shall not relieve or decrease any liability of OUTSIDE COUNSEL hereunder.

13. OUTSIDE COUNSEL shall indemnify and save harmless and defend the COUNTY, its agents, servants, and employees from and against any and all claims, liability, losses and/or cause of action which may arise from any intentional or negligent act or omission of OUTSIDE COUNSEL, its agents, servants, or employees in the performance of services under this AGREEMENT.

14. OUTSIDE COUNSEL represents that it has, or will secure as its own expense, all necessary personnel required to perform the LEGAL SERVICES under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the LEGAL SERVICES required herein shall be performed by OUTSIDE COUNSEL or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in OUTSIDE COUNSEL's key personnel, must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

OUTSIDE COUNSEL warrants that all services shall be performed by skilled and competent personnel to the highest professional standards.

15. Signature of this AGREEMENT by OUTSIDE COUNSEL 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 the AGREEMENT are accurate, complete and current as of the date of this AGREEMENT.

16. (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. 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 the 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 the COUNTY's opinion as to whether the association, interest, or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by OUTSIDE COUNSEL. The 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 the COUNTY, the prospective business association, interest, or circumstance would not constitute a conflict of interest by OUTSIDE COUNSEL, the 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 P.P.M. #CW-0-052 regarding outside attorney conflicts of interest. Said P.P.M. is incorporated herein by

reference and made a part of this contract.

17. OUTSIDE COUNSEL is, and shall be, in the performance of all work services and activities under this AGREEMENT, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed 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 perform the work, and in all respects OUTSIDE COUNSEL's relationship and the relationship of its employees to the COUNTY shall be that of an independent Contractor and not as employees or agents of the COUNTY. OUTSIDE COUNSEL does not have the power or authority to bind the COUNTY in any promise, AGREEMENT or representation other than specifically provided for in this AGREEMENT.

18. OUTSIDE COUNSEL warrants that it has not employed or retained 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.

19. OUTSIDE COUNSEL warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

20. OUTSIDE COUNSEL hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times

conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.

21. 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. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights that either may have to a trial by jury of any such litigation. 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. The parties agree that time is of the essence in the performance of all obligations hereunder. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof.

22. As provided in Sections 287.132-133, Florida Statutes, by entering into this AGREEMENT or performing any work in furtherance hereof, 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

23. All notices required in this AGREEMENT shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Andrew J. McMahon
Chief Assistant County Attorney
Palm Beach County
301 North Olive Avenue
West Palm Beach, Florida 33401

and if sent to OUTSIDE COUNSEL shall be mailed to:

Anne H. Ford, Esquire
Law Office of Anne H. Ford, P.A.
1073 Morse Blvd.
Singer Island, FL 33404

24. 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 and effect. Further, this AGREEMENT may be amended only in writing upon mutual consent of the parties hereto.

25. This AGREEMENT shall be effective as of October 1, 2011.

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

ATTEST:
Sharon R. Bock, Clerk and Comptroller

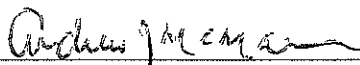
PALM BEACH COUNTY, a Political
Subdivision of the State of Florida

By: _____

By: _____

Karen Marcus, Chair
Board of County Commissioners

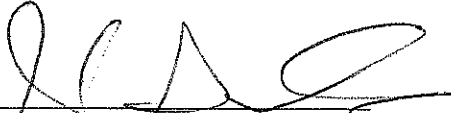
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**




Chief Assistant County Attorney


WITNESSES:

LAW OFFICE OF ANNE H. FORD, P.A.

By: 
Signature

Angelia Gamble
Print Name

By: 
Anne H. Ford, Esquire

By: 
Signature

Denise Fishel
Print Name

REQUIREMENTS FOR REIMBURSABLE EXPENSES

The following represents Palm Beach County's payment requirements for legal costs:

- Your federal employee identification number must be on all invoices submitted.
- No service, interest, or other charge of like nature is to be imposed with regard to any item, invoice, or request.
- Services rendered must be specifically and concisely identified.
- Names of persons performing services, hourly rates, and dates must be listed.
- Reimbursable expense must be verified by attached receipts or copies thereof. (RECEIPTS REQUIRED IF COSTS OVER \$5.00)
- Claims for mileage and meals cannot exceed statutory allowance as provided for under Chapter 112, F.S. (mileage \$0.36 per mile; breakfast \$6.00; lunch \$12.00; dinner \$22.00).
- Claims for lodging at single rate (actual cost) must be substantiated by paid bill or charge.
- Car rentals required for necessary travel should include compact or standard-size vehicles only.
- Common carrier travel shall be reimbursable at tourist or coach class fares only.
- Accounting Division requires **original** receipts, or copies of receipts which have been individually certified to be true copies of the originals, or a single certificate describing the attached copies and certifying them to be true copies. The certification can either be typed on the copy itself or attached to the "Certification" form. The Certification form must be signed by the certifying person and a description provided of the items which are certified.



Client#: 35767

PL15543

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Gilsbar Specialty Ins Services 2100 Covington Centre Covington, LA 70433-LA 985 892-3520	CONTACT NAME: PHONE (A/C, No, Ext): 985 892-3520 FAX (A/C, No): 9858981761	
	E-MAIL ADDRESS:	
INSURED Law Office of Anne H. Ford, PA 1073 Morse Blvd. Singer Island, FL 33404	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Continental Casualty	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Prof			425454202	09/29/2011	09/29/2012	Each Claim: \$1,000,000 Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lawyer's Professional Liability

CERTIFICATE HOLDER Law Office of Anne H. Ford, PA 1073 Morse Blvd. Singer Island, FL 33404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS**

Agency: 700324 Branch: 912 Policy Number: 425454202

Insurance is provided by Continental Casualty Company,
333 S. Wabash Ave. Chicago IL 60604
A Stock Insurance Company.

1A. NAMED INSURED AND ADDRESS:

Law Office of Anne H. Ford, PA
1073 Morse Blvd.
Singer Island, FL 33404

NOTICE TO POLICYHOLDERS:

This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

1B. PREDECESSOR FIRM(S): See Declarations Addendum

2. POLICY PERIOD:

Inception: 09/29/2011
at 12:01 A.M. Standard Time at the address shown above

Expiration: 09/29/2012

3. LIMITS OF LIABILITY:

Inclusive of Claims Expenses

Each Claim: \$1,000,000
Aggregate: \$1,000,000

Death or Disability and Non-Practicing
Extended Reporting Period Limit of Liability:

Each Claim: \$1,000,000
Aggregate: \$1,000,000

4. DEDUCTIBLES:

Inclusive of Claims Expenses

Aggregate: \$10,000

5. POLICY PREMIUM:

Annual Premium:

\$1,203.00

Surcharges/Taxes:

Florida Hurricane Catastrophe Fund

Amount:
\$15.64

Total Amount:

\$1,218.64

Includes CNA Risk Management Seminar Credit of

Includes Net Protect Premium, see coverage endorsement if applicable

\$ 0.00

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A (Ed. 08/2009), G-118012-A (Ed. 03/1999), G-118016-A (Ed. 04/2008), G-118029-A (Ed. 04/2008), G-118039-A09 (Ed. 06/2008), G-118065-A09 (Ed. 09/2007), G-145184-A (Ed. 06/2003), GSL-11512-XX (Ed. 10/2008), GSL-12439-XX (Ed. 03/2009)

7. WHO TO CONTACT:

To report a claim:
CNA Insurance Companies
333 S. Wabash, 39 South
Chicago, IL 60685
Att: Regional Director, GSL Lawyers Claims
Phone 312-822-6466 Fax 866-419-6308
www.cna.com/claims

Authorized Representative

09/30/2011

Date

**COUNTY ATTORNEY'S OFFICE
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 10/11/11 REQUESTED BY: Drew MCMahon PHONE: 355-6021

CONTRACT AMOUNT: \$110,000

BCC RESOLUTION#/AGENDA ITEM#: 10/18/11

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES:

An Agreement between Palm Beach County and law firm of Anne H. Ford, P.A., to provide continued litigation services for Palm Beach County in the Workers' Compensation matter for Frank Nicastro v. Palm Beach County.

TOTAL \$110,000

BUDGET ACCOUNT NUMBER

FUND: 5011 DEPT: 700 UNIT: 7242 OBJ: 4511

FUNDING SOURCE (CHECK ALL THAT APPLY): AD VALOREM OTHER

BAS APPROVED BY:



JESSICA KOLB

DATE:

10/11/11

ENCUMBRANCE NUMBER:

Attachment 2