

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	\$17,500	—	—	—	—
External Revenues	—	—	—	—	—
Program Income (County)	—	—	—	—	—
In-Kind Match (County)	—	—	—	—	—
NET FISCAL IMPACT	\$17,500	—	—	—	—
# ADDITIONAL FTE POSITIONS (Cumulative)	—	—	—	—	—

Is Item Included in Current Budget? Yes X No

Budget Account No.: Fund 5011 Department 700 Unit 7241 Object 4511

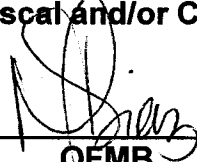
Reporting Category

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:

 _____ OFMB	 _____ Contract Development and Control
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12/19/12 12/18/12

B. Legal Sufficiency:



 Chief Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Policy Issues: (Continued from Page 1)

There has been extensive litigation in the case once again, primarily over the costs associated with Nicastro's attendant care, his guardianship, and related attorneys' fees. The County has prevailed so far, and Nicastro and his attorneys have appealed. The lawyer handling the matter for the County does not do appeals, and so the County Attorney exercised her authority under the Administrative Code and executed a Contract for Professional Legal Services between the County and Conroy, Simberg, Ganon, Krevans, Abel, Lurvey, Morrow & Shefer, P.A., whereby that firm is representing the County in three related appeals. A fourth appeal has been filed, requiring a new contract. The effective date of the Contract will be November 30, 2012, in order to cover preliminary work on the appeal. The total amount of fees will not exceed \$15,000, and costs and expenses are not to exceed \$2,500.

**CONTRACT FOR PROFESSIONAL LEGAL SERVICES
BY AND BETWEEN**

**PALM BEACH COUNTY AND CONROY, SIMBERG, GANON, KREVANS, ABEL,
LURVEY, MORROW & SCHEFER, P.A.**

THIS CONTRACT is made and entered effective as of the ____ day of _____, 2012 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY") and CONROY, SIMBERG, GANON, KREVANS, ABEL, LURVEY, MORROW & SCHEFER, P.A. [] an individual, [x] a partnership, [] a corporation authorized to do business in the State of Florida, (hereinafter referred to as "OUTSIDE COUNSEL"), whose Federal Tax Identification number is 59-1943544.

WHEREAS, the COUNTY desires to retain OUTSIDE COUNSEL with specialized expertise to provide LEGAL SERVICES to the COUNTY in Nicastro v. Palm Beach County Board of County Commissioners et al., Case No.: 1D12-5658, and

WHEREAS, the OUTSIDE COUNSEL desires to provide such LEGAL SERVICES to the COUNTY as requested by the County Attorney.

In consideration of the mutual covenants and agreements expressed herein, the parties agree as follows:

ARTICLE 1. LEGAL SERVICES

a) The COUNTY hereby retains the OUTSIDE COUNSEL to provide LEGAL SERVICES in connection with the following appeal or proceeding of: Nicastro v. Palm Beach County Board of County Commissioners et al., Case No. 1D12-5658.

b) LEGAL SERVICES shall mean all work necessary to best protect the COUNTY's interests in the above matter listed in subsection (a) above, including but not limited to: All services expended in preparation for, consultation for, and prosecution of the appeal and any other professional services rendered by OUTSIDE COUNSEL in connection with the above-mentioned proceeding will be chargeable for of the time OUTSIDE COUNSEL spends relating to the above-referenced case, including, but not limited to, calls with the COUNTY, opposing counsel, court personnel, court appearances, meetings, research and all other services necessary to the representation of the COUNTY.

ARTICLE 2. TERM

The term of the Agreement shall be effective as of November 20, 2012 and shall terminate when the matter or case referenced in Article 1(a) reaches a final disposition.

ARTICLE 3. FEES

a) The COUNTY shall pay OUTSIDE COUNSEL up to an amount not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00) for the LEGAL SERVICES rendered on a per hour basis according to the following hourly rates, for time reasonably, competently, and actually spent by lawyers, law clerks, and Florida Registered paralegals:

- i.) Attorneys
 - Hinda Klein, Esq. \$175.00 per hour
 - Diane Tutt, Esq. \$175.00 per hour
 - Neal Ganon, Esq. \$145.00 per hour
- ii.) Law Clerk \$ 90.00 per hour
- iii.) Paralegals
 - Tamala Guyton \$90.00 per hour

b) OUTSIDE COUNSEL understands that its LEGAL SERVICES will be capped at FIFTEEN THOUSAND DOLLARS (\$15,000.00) and there will be no additions to that amount.

c) It is anticipated that OUTSIDE COUNSEL will attempt whenever possible to achieve cost effectiveness by consolidating 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.

d) Multiple staffing of attorneys at meetings and depositions by OUTSIDE COUNSEL will not be compensated unless prior written approval has been obtained from the County Attorney.

e) OUTSIDE COUNSEL shall notify the COUNTY when the billable fees and costs reach ninety percent (90%) of the not-to-exceed amount provided for herein.

ARTICLE 4. PAYMENTS TO OUTSIDE COUNSEL

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.

ARTICLE 5. REIMBURSABLE EXPENSES AND COSTS

a) The COUNTY agrees to reimburse OUTSIDE COUNSEL for reasonable out-of-pocket expenses and costs incurred during the course of providing the LEGAL SERVICES. The expenses and costs may include, but are not limited to, out-of-pocket expenses for extraordinary photocopying projects, not-to-exceed fifteen cents (\$.15) per

page, courier charges, express mail, long distance telephone charges, postage, and printing. The COUNTY will only reimburse OUTSIDE COUNSEL expert witness or consultant fees that have been previously approved in writing by the County Attorney's Office. Court filing fees and costs, witness fees, and previously approved travel shall be itemized and invoiced separately.

b) COUNTY shall not be responsible for the cost of any computerized legal research other than the actual billable hourly rate of OUTSIDE COUNSEL.

c) The total amount of reimbursable expenses and costs shall not exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00).

d) OUTSIDE COUNSEL covenants and agrees that any other type of billing or timekeeping 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) All requests for payment of expenses eligible for reimbursement under this Agreement shall include legible 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 expenses were actually incurred

and necessary in the performance of the LEGAL SERVICES. Long distance telephone calls shall identify the number called, the person(s) called, purpose of the call, date and duration of the call, and cost. Photocopy charges shall give a general description of the documents. If duplication of more than ten (10) documents is required, a general description of the category or type of documents copied will be sufficient documentation. Any out-of-county travel, per diem, mileage, meals, or lodging 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 Palm Beach County PPM #CW-F-009, incorporated herein by reference, and available for inspection on the County's website at <http://www.pbcgov.com/publicaffairs/ppm/pdf/cw-f-009.pdf>.

g) No service, interest, or other similar charge is to be imposed with regard to any item, invoice, or request.

ARTICLE 6. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

a) OUTSIDE COUNSEL shall maintain its files on this matter, including adequate records to justify all charges, expenses, and costs incurred in performing the LEGAL SERVICES, for at least five (5) years after termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this subparagraph for the purpose of inspection and/or audit during normal business hours, at the COUNTY's expense, upon reasonable written notice to OUTSIDE COUNSEL.

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

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

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

e) OUTSIDE COUNSEL shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, and owing, all documents and materials prepared by and for the COUNTY in the course of providing the LEGAL SERVICES.

(f) 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.

ARTICLE 7. CONFIDENTIALITY

All written and oral information not in the public domain and not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense shall be kept confidential by OUTSIDE COUNSEL and shall not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction. All drawings, maps, and sketches, and other data developed or purchased under this Agreement or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused solely at the discretion of the COUNTY.

ARTICLE 8. TERMINATION

a) 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. Before OUTSIDE COUNSEL may terminate this Agreement and/or seek to withdraw as counsel of record in any pending litigation being handled pursuant to this Agreement, it must return to the County one-half of all legal fees paid by the COUNTY under this Agreement. 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.

b) 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.

ARTICLE 9. OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 – 2-440. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, account and records, to require the production of records, and to 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 interfering or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-241 – 2-440, and punished to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 10. INSURANCE

- A. OUTSIDE COUNSEL shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. OUTSIDE COUNSEL shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by OUTSIDE COUNSEL are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by OUTSIDE COUNSEL under the contract.
- B. **Commercial General Liability.** OUTSIDE COUNSEL shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. OUTSIDE COUNSEL shall provide this coverage on a primary basis.
- C. **Business Automobile Liability.** OUTSIDE COUNSEL shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event OUTSIDE COUNSEL

doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing OUTSIDE COUNSEL to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. OUTSIDE COUNSEL shall provide this coverage on a primary basis.

- D. **Worker's Compensation Insurance & Employers Liability.** OUTSIDE COUNSEL shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. OUTSIDE COUNSEL shall provide this coverage on a primary basis.
- E. **Professional Liability.** OUTSIDE COUNSEL shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of OUTSIDE COUNSEL'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, OUTSIDE COUNSEL shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event

triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, OUTSIDE COUNSEL shall purchase a SERP with a minimum reporting period not less than 3 years. OUTSIDE COUNSEL shall provide this coverage on a primary basis.

- F. **Additional Insured.** OUTSIDE COUNSEL shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." OUTSIDE COUNSEL shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation.** OUTSIDE COUNSEL hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then OUTSIDE COUNSEL shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should OUTSIDE COUNSEL enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance.** Prior to execution of this Contract, OUTSIDE COUNSEL shall deliver to the COUNTY'S representative as identified in Article

19, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
c/o Andrew J. McMahon
Chief Assistant County Attorney
300 North Dixie Highway, Ste. 359
West Palm Beach, Florida 33401

- I. **Umbrella or Excess Liability.** If necessary, OUTSIDE COUNSEL may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review.** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review

and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11. INDEMNIFICATION

OUTSIDE COUNSEL shall indemnify, hold harmless, and defend the COUNTY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action 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.

ARTICLE 12. PERSONNEL

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, the COUNTY. The LEGAL SERVICES shall be performed by HINDA KLEIN, ESQ., DIANE TUTT, ESQ., NEAL GANON, ESQ., AND TAMALA GUYTON, or under her/his direct supervision. OUTSIDE COUNSEL may not substitute lead counsel without prior written authorization from the COUNTY. Such authorization shall be at the sole discretion of the COUNTY. All personnel engaged in performing the LEGAL SERVICES shall be fully qualified and, if required, authorized or permitted under federal, 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.

ARTICLE 13. TRUTH-IN-NEGOTIATION CERTIFICATE

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.

ARTICLE 14. CONFLICT OF INTEREST

a) OUTSIDE COUNSEL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of the LEGAL SERVICES, as provided in the rules regulating the Florida Bar, Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. OUTSIDE COUNSEL further represents that no person having such conflict of interest shall be employed for said performance of services.

b) OUTSIDE COUNSEL shall promptly notify the COUNTY in writing, by certified mail, of all potential conflicts of interest of 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 being provided. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that OUTSIDE COUNSEL may undertake and request an opinion of the COUNTY as to whether the association, interest, or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the OUTSIDE COUNSEL. The COUNTY agrees to notify OUTSIDE COUNSEL of its opinion by certified mail 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 the notification and OUTSIDE COUNSEL shall at its option, enter into said association, interest, or circumstance and it shall be deemed not in conflict of interest with respect to the LEGAL SERVICES by the OUTSIDE COUNSEL under the terms of this Contract.

ARTICLE 15. INDEPENDENT CONTRACTOR RELATIONSHIP

a) OUTSIDE COUNSEL and all its employees, agents, and servants are, and shall be, in the performance of the LEGAL SERVICES under this Agreement, independent contractors and not an employee of the 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 direct control over the means and manner in which it and its employees, agents, and servants perform the LEGAL SERVICES. OUTSIDE COUNSEL does not have the power or authority to, and agrees that it will not attempt to, bind the COUNTY in any promise, agreement, or representation other than as specifically provided for in this Agreement.

b) OUTSIDE COUNSEL warrants and represents 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.

ARTICLE 16. NONDISCRIMINATION

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.

ARTICLE 17. AUTHORITY TO PRACTICE

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.

ARTICLE 18. REMEDIES

a) 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 the 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. 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.

b) No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party this Contract, including but not limited to any citizen or employees of the COUNTY and/or OUTSIDE COUNSEL.

ARTICLE 19. NOTICE

All notices required in this Agreement shall be sent by fax or mail to:

Andrew J. McMahon, Esq.
Chief Assistant County Attorney
Palm Beach County
300 North Dixie Highway, Ste. 359
West Palm Beach, Florida 33401
(representative of the COUNTY)

If sent to OUTSIDE COUNSEL, the notice shall be mailed to:

Hinda Klein, Esq.
Conroy, Simberg, Ganon, Krevans,
Abel, Lurvey, Morrow, & Schefer, P.A.
3440 Hollywood Boulevard, Second Floor
Hollywood, FL 33021

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and OUTSIDE COUNSEL agree that this contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provision, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

ARTICLE 21. SEVERABILITY

If any term or provision of this contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of

this contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

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

ATTEST:

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Andrew J. Moran
Chief Assistant County Attorney

OUTSIDE COUNSEL:

John D. Moran *for the firm*
Conroy, Simberg, Ganon, Krevans,
Abel, Lurvey, Morrow & Schefer, P.A.

By: *Hinda Klein*
Signature

Hinda Klein
Type or Print Name

Partner
Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/12

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 Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Philip Joseph Knapp, AAI, AIAM	954-776-2222 954-776-4446	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):																				
	INSURED Conroy Simberg Ganon Krevans Abel Lurvey Morrow & Schefer PA 3440 Hollywood Blvd 2nd Floor Hollywood, FL 33021		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER B:</td> <td>Twin City Fire Ins. Co.</td> <td>29459</td> </tr> <tr> <td>INSURER C:</td> <td>Hartford Casualty Ins. Co</td> <td>29424</td> </tr> <tr> <td>INSURER D:</td> <td>Retail First Ins Co</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Fire Insurance Co.	19682	INSURER B:	Twin City Fire Ins. Co.	29459	INSURER C:	Hartford Casualty Ins. Co	29424	INSURER D:	Retail First Ins Co		INSURER E:			INSURER F:	
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INSURER C:	Hartford Casualty Ins. Co	29424																					
INSURER D:	Retail First Ins Co																						
INSURER E:																							
INSURER F:																							

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	21UUNUT0152	03/12/12	03/12/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	21UUNUT0152	03/12/12	03/12/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21XHUUT0179	03/12/12	03/12/13
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	052017553	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is listed additional insured with respects to general liability and auto liability if required by written contract.

CERTIFICATE HOLDER PALMB-6 Palm Beach County c/o The County Attorney's Office 301 N. Olive Ave., Ste. 601 West Palm Beach, FL 33401	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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BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

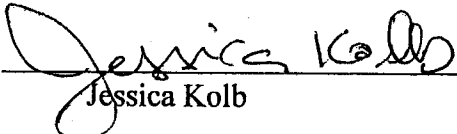
REQUEST DATE: 12/19/12 REQUESTED BY: County Attorney's Office

REQUESTED FOR: Nicastro v. Palm Beach County Board of County Commissioners, et al.,
Case No. 1 D12-5658

REQUESTED AMOUNT: \$17,500 AGENDA DATE: 1/15/13

BUDGET ACCOUNT NUMBER:

FUND: 5011 DEPT: 700 UNIT: 7241 OBJ: 4511

BAS APPROVED BY:  DATE: 12/19/12
Jessica Kolb