

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: June 4, 2013

Consent       Regular  
 Public Hearing

Submitted By: County Attorney

Submitted For: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a Contract for legal services with de la Parte & Gilbert, P.A. in the case styled, COVE CLUB INVESTORS, LTD., a Florida limited partnership d/b/a BOCA DUNES GOLF & COUNTRY CLUB, v. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, Case No. 50 2013 CA 003916 XXXX MB (Fifteenth Judicial Circuit in and for Palm Beach County, Florida). The amount to be paid for is an amount not-to-exceed Two Hundred Thirty-Five Thousand Dollars (\$235,000), including reimbursable costs.

**Summary:** The Contract provides for compensation to the law firm of de la Parte & Gilbert, P.A., for providing legal services to Palm Beach County in the circuit court case filed in the Fifteenth Judicial Circuit Court styled, COVE CLUB INVESTORS, LTD., a Florida limited partnership d/b/a BOCA DUNES GOLF & COUNTRY CLUB, v. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, Case No. 50 2013 CA 003916 XXXX MB (Fifteenth Judicial Circuit in and for Palm Beach County, Florida). The County Attorney's Office will serve as primary counsel in the case, and will seek the assistance of de la Parte & Gilbert, P.A., as needed. The amount to be paid for is an amount not-to-exceed Two Hundred Thirty-Five Thousand Dollars (\$235,000), including reimbursable costs; reimbursable costs and expenses have a separate not-to-exceed amount of Fifteen Thousand Dollars (\$15,000). Countywide (ATP)

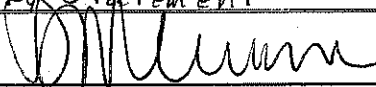
**Background and Justification:** Cove Club Investors, Ltd., has sued Palm Beach County, alleging negligence, trespass, inverse condemnation, and violations of environmental law arising from the County's operation of its Water Treatment Plant No. 9 and appurtenant wells. Cove Club Investors, Ltd. claims that the County has damaged it by pumping excessive amounts of water from wells located on or about Cove Club Investors, Ltd.'s golf course, causing water features on the golf course to run dry.

The proposed contract provides compensation for legal services provided by the law firm of de la Parte & Gilbert, P.A., to Palm Beach County. The County Attorney's Office will serve as primary counsel in the case. De la Parte & Gilbert, P.A., will provide assistance during the litigation on an as-needed basis and will function as co-counsel if a trial on the merits of the case is held.

Edward de la Parte, Jr. will serve as the County's primary contact with de la Parte & Gilbert, P.A. Mr. de la Parte is an AV rated lawyer, with over 27 years experience representing public and private clients in the area of environmental and land use law. He has served as principal attorney on several landmark water law cases in the state of Florida, such as Village of Tequesta v. Jupiter Inlet Corporation, 371 So.2d 663 (Fla. 1979), and has considerable experience litigating water service area disputes.

**Attachments:**

1. Agreement Between Palm Beach County and Law Offices of de La Parte & Gilbert, P.A., for Legal Services
2. Budget Availability Statement

Recommended by:  5/24/13  
County Attorney Date

Approved by: N/A  
Date



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

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "COUNTY") and De La Parte & Gilbert, P.A. [ ] an individual, [ ] a partnership, [X] a professional association authorized to do business in the State of Florida, (hereinafter referred to as "OUTSIDE COUNSEL"), whose Federal Tax Identification number is 59-1637031.

WHEREAS, the COUNTY desires to retain OUTSIDE COUNSEL with specialized expertise to provide LEGAL SERVICES to the COUNTY in COVE CLUB INVESTORS, LTD., a Florida limited partnership d/b/a BOCA DUNES GOLF & COUNTRY CLUB, v. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, Case No. 50 2013 CA 003916 XXXX MB (Fifteenth Judicial Circuit in and for Palm Beach County, Florida)(hereinafter "the Lawsuit"); 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 contracts expressed herein, the parties agree as follows:

**ARTICLE 1. LEGAL SERVICES**

a) The COUNTY hereby retains the OUTSIDE COUNSEL to provide LEGAL SERVICES in the matter of: COVE CLUB INVESTORS, LTD., a Florida limited

partnership d/b/a BOCA DUNES GOLF & COUNTRY CLUB, v. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, Case No. 50 2013 CA 003916 XXXX MB (Fifteenth Judicial Circuit in and for Palm Beach County, Florida)(hereinafter "the Lawsuit").

b) LEGAL SERVICES shall mean all work necessary to best protect the COUNTY's interests in the above matter listed in subsection (a) above, as more particularly described in the Scope of Work and Budget Summary attached hereto as Exhibit A and incorporated herein by reference. LEGAL SERVICES includes but is not limited to: appearance and representation at any/all hearings/trials related to the matter, regardless of the tribunal, judge, or panel holding the hearing or trial; preparation of pleadings, research, and legal memoranda; preparation of fact witnesses and/or expert witnesses; preparation of discovery requests and/or discovery responses; preparation of exhibits to be used at hearings, mediation, or meetings related to the matter; preparation of memoranda to the COUNTY and participation at meetings with the COUNTY or the COUNTY's designee to discuss the matter or case, as needed; representation during depositions; representation during mediation; and formal and informal negotiations related to the matter. LEGAL SERVICES does not include work related to appeals from the matter listed in subsection (a).

**ARTICLE 2. TERM**

The term of the Contract shall be effective as of the date the Lawsuit was filed and shall terminate when the matter or case referenced in subsection (a) of this article reaches a final disposition.

**ARTICLE 3. FEES**

a) The COUNTY shall pay OUTSIDE COUNSEL up to an amount not to exceed TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$235,000.00) 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.)   | Edward De La Parte, Esq. | \$300.00 per hour |
|       | Other Shareholders       | \$250.00 per hour |
|       | Associate Attorneys      | \$200.00 per hour |
| ii.)  | Law Clerk                | \$140.00 per hour |
| iii.) | Paralegals               | \$120.00 per hour |

b) OUTSIDE COUNSEL understands that its LEGAL SERVICES will be capped at TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$235,000.00) and there will be no additions to that amount without the written consent of the Palm Beach County Board of County Commissioners. OUTSIDE COUNSEL acknowledges that the \$235,000.00 not-to-exceed amount was based on a phased Scope of Work and Budget Summary, attached hereto as Exhibit B.

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 shall 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 OUTSIDE COUNSEL 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 FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000.00). The reimbursable expenses and costs provided for in this Article are included in and not in addition to the

total not-to-exceed amount of TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS and NO CENTS (\$235,000.00) provided for in Article 3(b), above. In no event will De la Parte & Gilbert, P.A. receive more than a total of TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS and NO CENTS (\$235,000.00) under this Agreement, regardless of the purpose of the payment.

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 Contract. Therefore, it shall be a material breach of the terms of this Contract 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 Contract, 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 Contract 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. 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 Contract shall be approved by the County Attorney's Office in advance, and shall be paid in accordance with Section 112.061, Florida Statutes (2013).

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 Contract. 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 Contract 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 Contract may be terminated by the COUNTY upon ten (10) days' written notice to OUTSIDE COUNSEL. The Contract may be terminated by OUTSIDE COUNSEL upon ninety (90) days' written notice to the COUNTY. Before OUTSIDE COUNSEL may terminate this Contract and/or seek to withdraw as counsel of record in any pending litigation being handled pursuant to this Contract, it must return to the County one-half of all legal fees paid by the COUNTY under this Contract. 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 Contract before completion of any pending litigation being handled pursuant to this Contract, 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 as contained in the Palm Beach County Code, Sections 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, 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) days 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. The COUNTY shall be named an Additional Insured under OUTSIDE COUNSEL's Commercial General Liability Policy. 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 **\$25,000**, 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. OUTSIDE COUNSEL shall provide this coverage on a primary basis.

**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.

F. **Waiver of Subrogation.** OUTSIDE COUNSEL hereby waives any and all rights of Subrogation against 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 contract 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 a contract on a pre-loss basis.

- G. **Certificate(s) of Insurance.** Prior to execution of this Contract, OUTSIDE COUNSEL shall deliver to the COUNTY'S representative 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 Palm Beach County Attorney's Office  
300 North Dixie Highway, Suite 359  
West Palm Beach, FL 33401  
Attn: Andrew J. McMahon, Esq.

- H. **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.

- I. **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 Edward De La Parte, Esq., 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 Contract 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 Contract are accurate, complete, and current as of the date of this Contract.

**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 Contract, independent contractors and not an employee of the COUNTY. All persons engaged in the LEGAL SERVICES performed by OUTSIDE COUNSEL pursuant to this Contract 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, contract, or representation other than as specifically provided for in this Contract.

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 Contract 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 Contract.

**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**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract 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.

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 to this Contract, including but not limited to any citizen or employee of the COUNTY and/or OUTSIDE COUNSEL.

#### **ARTICLE 19. NOTICE**

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

Amy Taylor Petrick, Esq.  
Senior Assistant County Attorney  
Palm Beach County  
301 N Olive Avenue, Ste. 601  
West Palm Beach, Florida 33401  
(representative of the COUNTY)

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

Edward de la Parte, Jr. Esq.  
De la Parte & Gilbert, P.A.  
101 East Kennedy Blvd.  
Suite 2000  
Tampa, Florida 33601  
(representative of OUTSIDE COUNSEL)

#### **ARTICLE 20. ENTIRETY OF CONTRACTUAL CONTRACT**

The COUNTY and OUTSIDE COUNSEL agree that this contract sets forth the entire contract 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 hereto in accordance with Article - Modifications of Work.

**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 Contract on the day and year reflected in the first above written.

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

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

OUTSIDE COUNSEL:

de la Porte + Gilbert, P.A.  
Firm Name

By: Edward de la Porte  
Signature

Edward de la Porte  
Type or Print Name

President  
Title

APPROVED AS TO FOR FORM  
AND LEGAL SUFFICIENCY

By: Amy Taylor Plude  
Senior Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Department Director

IN WITNESS WHEREOF, the parties have duly executed this Contract on the  
day and year reflected in the first above written.

ATTEST:

SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

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

OUTSIDE COUNSEL:

de la Porte + Gilbert, P.A.  
Firm Name

By: Edward de la Porte  
Signature

Edward de la Porte  
Type or Print Name

President  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Amudante Pluck  
Senior Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: Paul Beaulieu  
Department Director

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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: V1

DATE (MM/DD/YYYY)

05/13/13

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).

<b>PRODUCER</b> Professional Risk Specialty Gr A Division of Brown & Brown, I 1201 W Cypress Creek Rd # 130 Ft Lauderdale, FL 33309	954-453-6280 954-429-9487	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>DELAP-1</b>	FAX (A/C, No):
	<b>INSURED</b> de la Parte & Gilbert, PA 101 E. Kennedy Blvd, #2000 Tampa, FL 33602		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Westport Insurance Corp.*</b> NAIC # <b>39845</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

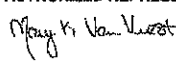
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LAWYERS PROF LIAB			<b>WLW308002938708</b> RETRO DATE: FULL PRIOR	10/26/12	10/26/13	EACH OCCURRENCE \$ <b>5,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ <b>5,000,000</b> PRODUCTS - COM/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	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						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Retro Date: Full Prior Acts Coverage for Attys: de la Parte, Jr and McNamara

Coverage is limited to Date of Hire for Attorneys: Arsnas-Battles; Caldevilla; Gilbert; McBreen; Porter; Melton; Bray; Nowak and Morris

<b>CERTIFICATE HOLDER</b>  Palm Beach County c/o PB County Attorney's Office Attn: Andrew J. McMahon, Esq 300 N. Dixie Highway, Ste 359 West Palm Beach, FL 33401	<b>CANCELLATION</b>  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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DELAPAR-01

DONSA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/15/2013

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).

<b>PRODUCER</b> Willis of Florida, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877) 945-7378		FAX (A/C, No): (888) 467-2378
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  de la Parte & Gilbert, P.A. Jeanne Higby 101 E. Kennedy Blvd #2000 Tampa, FL 33602		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : <b>Hartford Casualty Insurance Company</b>	<b>NAIC #</b> 29424
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

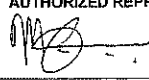
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		21SBAK07317	7/27/2012	7/27/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						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
A	AUTOMOBILE LIABILITY			21SBAK07317	7/27/2012	7/27/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	UMBRELLA LIAB			21SBAK07317	7/27/2012	7/27/2013	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	21WECEX7167	7/27/2012	7/27/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED 5/14/2013

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as Additional Insureds as respects to General Liability.

<b>CERTIFICATE HOLDER</b>  Palm Beach County C/o Palm Beach County Attorney's Office Attn: Andrew J. McMahon, Esq. 300 North Dixie Highway, Suite 359 West Palm Beach, FL 33401	<b>CANCELLATION</b>  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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## INSURER CANCELLATION TERMS

<b>NAMED INSURED</b> de la Parte & Gilbert, P.A. Jeanne Higby 101 E. Kennedy Blvd #2000 Tampa, FL 33602	<b>POLICY NO.</b> Various  EFFECTIVE DATE SEE PAGE 1
---	---

**Holder Name: Palm Beach County C/o Palm Beach County Attorney's Office**

**Cancellation Terms:**

Certificate(s) of insurance shall include a minimum ten(10) day endeavor to notify due to cancellation or non-renewal of coverage.

**Cancellation Terms Apply to the Following Coverages:**

**General Liability, Auto Liability, Umbrella Liability and Workers' Compensation**



17 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any  
73 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock  
KO insurance company of The Hartford Insurance Group shown below.

SBK

**INSURER:** HARTFORD CASUALTY INSURANCE COMPANY  
HARTFORD PLAZA, HARTFORD, CT 06115  
COMPANY CODE: 3



Policy Number: 21 SBK K07317 K3

**SPECTRUM POLICY DECLARATIONS**

ORIGINAL

**Named Insured and Mailing Address:** DE LA PARTE & GILBERT, PA  
(No., Street, Town, State, Zip Code) SEE FORM SS 12 35  
101 E KENNEDY BLVD STE 2000  
TAMPA FL 33602

**Policy Period:** From 07/27/12 To 07/27/13 1 YEAR  
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

**Name of Agent/Broker:** WILLIS OF FLORIDA INC  
Code: 220486

**Previous Policy Number:** 21 SBK K07317

**Named Insured is:** PARTNERSHIP

**Audit Period:** NON-AUDITABLE

**Type of Property Coverage:** SPECIAL

**Insurance Provided:** In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

---

**TOTAL ANNUAL PREMIUM IS:** \$9,147  
IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR  
POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

FLORIDA FC SURCHARGE:	\$	7.10
FL EMERG MGMT SURCH:	\$	4.00
2011 FHCF ASSESS CL:	\$	119.00
FCIT EMERG ASSESS	\$	35.75

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Countersigned by \_\_\_\_\_  
Authorized Representative Date

Form SS 00 02 12 06  
Process Date: 06/27/12

Page 001 (CONTINUED ON NEXT PAGE)  
Policy Expiration Date: 07/27/13

INSURED COPY

*J 8/6/12*

00597  
\*0100221K073170113







**SPECTRUM POLICY DECLARATIONS (Continued)**

POLICY NUMBER: 21 SBK K07317

**PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS LIMITS OF INSURANCE**

**ACCOUNTS RECEIVABLE  
FORM SS 04 39**

\$ 150,000

**BUSINESS INCOME AND EXTRA EXPENSE  
COVERAGE  
COVERAGE INCLUDES THE FOLLOWING  
COVERAGE EXTENSIONS:**

12 MONTHS ACTUAL LOSS SUSTAINED

**ACTION OF CIVIL AUTHORITY:  
EXTENDED BUSINESS INCOME:**

30 DAYS  
30 CONSECUTIVE DAYS

**VALUABLE PAPERS AND RECORDS  
FORM SS 04 47**

\$ 50,000

**EMPLOYEE DISHONESTY: FORM SS 04 42  
DEDUCTIBLE: \$ 100  
EACH OCCURRENCE**

\$ 100,000

**EQUIPMENT BREAKDOWN COVERAGE  
COVERAGE FOR DIRECT PHYSICAL LOSS  
DUE TO:  
MECHANICAL BREAKDOWN,  
ARTIFICIALLY GENERATED CURRENT  
AND STEAM EXPLOSION**

**THIS ADDITIONAL COVERAGE INCLUDES  
THE FOLLOWING EXTENSIONS**

**HAZARDOUS SUBSTANCES  
EXPEDITING EXPENSES**

\$ 50,000  
\$ 50,000

**MECHANICAL BREAKDOWN COVERAGE ONLY  
APPLIES WHEN BUILDING OR BUSINESS  
PERSONAL PROPERTY IS SELECTED ON  
THE POLICY**

**IDENTITY RECOVERY COVERAGE  
FORM SS 41 12**

\$ 15,000

**INTERNATIONAL STRETCH  
FORM: SS 04 75**

**THIS FORM INCLUDES MANY ADDITIONAL  
COVERAGES AND EXTENSIONS OF  
COVERAGES. A SUMMARY OF THE  
COVERAGE LIMITS IS ATTACHED.**

**SPECTRUM POLICY DECLARATIONS (Continued)**

POLICY NUMBER: 21 SBK K07317

<b>BUSINESS LIABILITY</b>	<b>LIMITS OF INSURANCE</b>
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$ 300,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000

**BUSINESS LIABILITY OPTIONAL  
COVERAGES**

HIRED/NON-OWNED AUTO LIABILITY \$1,000,000  
FORM: SS 04 38

UMBRELLA LIABILITY - SEE  
SCHEDULE ATTACHED

WAIVER OF SUBROGATION:  
FORM SS 12 15

LOCATION: 001 BUILDING: 001  
SEE FORM IH 12 00

00599

\*0100221K073170113



Vivian Arenas-Battles  
Michael R. Bray  
David M. Caldevilla  
Edward P. de la Parte, Jr.  
Richard A. Gilbert  
Daniel J. McBreen

■ ■ ■  
**de la Parte & Gilbert, P.A.**  
ATTORNEYS AT LAW

Patrick J. McNamara  
Kristin Y. Melton  
Kristin K. Morris  
Eric D. Nowak  
Nicolas O. Porter

Louis A. de la Parte, Jr.  
*Founder (1929-2008)*

May 29, 2013

**VIA EMAIL & U.S. MAIL**

Amy Taylor Petrick  
Assistant County Attorney  
Palm Beach County Attorney's Office  
300 N. Dixie Highway  
3rd Floor  
West Palm Beach, FL 33401  
[apetrick@co.palm-beach.fl.us](mailto:apetrick@co.palm-beach.fl.us)

**RE: Revised Contract For Professional Legal Services By and Between Palm Beach County and de la Parte & Gilbert, P.A. ("Contract")**

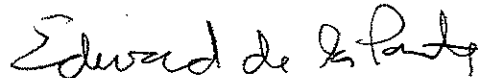
Dear Ms. Petrick,

Per your request, please be advised that de la Parte & Gilbert, P.A. does not own any vehicles.

Should you need any additional information, please do not hesitate to contact our office.

Sincerely,

**de la Parte & Gilbert, P.A.**



Edward P. de la Parte  
President

EPD:ddc

{00379703.1}

101 East Kennedy Blvd., Suite 2000 | Tampa, Florida 33602  
Mailing Address: Post Office Box 2350 | Tampa, Florida 33601-2350  
T: (813) 229-2775 F: (813) 229-2712 | [www.dgfirm.com](http://www.dgfirm.com)

## **Exhibit A**

### **BOCA DUNES LITIGATION SCOPE OF WORK AND BUDGET Agreement Between Palm Beach County and De La Parte & Gilbert, P.A. for Legal Services**

#### **Background**

On March 5, 2013, Cove Club Investors, LTD d/b/a Boca Dunes Golf and Country Club ("Boca Dunes") sued Palm Beach County in the Circuit Court of the 15<sup>th</sup> Judicial Circuit. The Complaint alleges that starting in 2004 the withdrawal of water from the County's Water Treatment Plant 9 Wellfield has significantly reduced the amount of water available in constructed water bodies on Boca Dunes' property. The Complaint alleges this action has interfered with Boca Dunes' ability to utilize these lakes to irrigate the golf course and has adversely impacted the "design" function of these water bodies as golf course water hazards and fairway delineating water features, in violation of the County's water use permit and the statutes and rules administered by the South Florida Water Management District. The Complaint seeks to enjoin the alleged violation of the permit, statutes and rules and to secure the award of monetary damages and attorney's fees against the County.

#### **Description of the Scope of Work**

Palm Beach County requested De La Parte & Gilbert, P.A. (Firm) to assist the County Attorney's Office in defending this matter. This work will consist of conferring with County staff, consultants and attorneys, providing advice concerning settlement discussions, preparing pleadings and other related legal documents, assisting in discovery and the preparation of the County's case and attending meetings, hearings and the trial proceedings, as directed by the County Attorney's office.

The services to be provided by the Firm have been organized into the following three phases for budgetary purposes:

- Phase 1** This phase encompasses the earliest stage of litigation and the continuation of settlement discussions with Boca Dunes. It is assumed that during this stage the County will prepare responsive pleadings to the Complaint and continue to engage in settlement discussions with Boca Dunes. The Firm's services during this phase will consist of assisting the County in preparing a response to the Complaint, counseling County staff regarding the possible settlement, attending meetings as directed by the County Attorney's Office and conferring with County staff, consultants and attorneys.
- Phase 2** This phase encompasses the case preparation and discovery portion of the litigation. It is assumed that during this stage the County will conduct and defend against discovery, prepare its case for trial and file and defend against motions for summary judgment. The Firm's services during this phase will consist of assisting the County in preparing and filing pleadings,

providing input concerning discovery and case preparation, counseling County staff regarding possible settlement, attending meetings as directed by the County Attorney's Office and conferring with County staff, consultants and attorneys.

**Phase 3** This phase encompasses a jury trial and any post-trial motions up through entry of a judgment by the Court. It is assumed during this stage the County will prepare for and participate in a jury trial and file and defend against post-trial motions. The Firm's services during this phase will consist of acting as co-counsel to the County Attorney's Office during the jury trial, assisting the County and preparing and filing pleadings, providing input concerning discovery and case preparation, counseling County staff regarding possible settlement, attending meetings as directed by the County Attorney's Office and conferring with County staff, consultants and attorneys.



**Boca Dunes Litigation Scope of Work**  
**March 26, 2013**

**Agreement Between Palm Beach County and  
 De La Parte & Gilbert, P.A. for Legal Services**

Task Description	Personnel Hours					Total
	Ed de la Parte	Other Shareholders	Assoc. Atty	Law Clerk	Paralegal	
Phase 1 Legal Services as described above in the Description of the Scope of Work.	70	0	60	0	50	180
Phase 2 Legal Services as described above in the Description of Legal Services.	170	40	170	20	150	550
Phase 3 Legal Services as described above in the Description of Legal Services.	120	20	100	10	100	350
<b>Total</b>	<b>360</b>	<b>60</b>	<b>330</b>	<b>30</b>	<b>300</b>	<b>1080</b>

**Exhibit B**

**DE LA PARTE & GILBERT, P. A.  
BOCA DUNES LITIGATION SCOPE OF WORK  
BUDGET SUMMARY**

**PHASE 1**

<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
Edward de la Parte	300	70	21,000
Other Shareholders	250	0	0
Associate Attorneys	200	60	12,000
Law Clerks	140	0	0
Paralegals	120	50	6,000
<b>Expenses</b>			<b>\$1,000</b>
<b>Subtotal</b>		<b>180</b>	<b>\$40,000</b>

**PHASE 2**

<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
Edward de la Parte	300	170	51,000
Other Shareholders	250	40	10,000
Associate Attorneys	200	170	34,000
Law Clerks	140	20	2,800
Paralegals	120	150	18,000
<b>Expenses</b>			<b>\$2,500</b>
<b>Subtotal</b>		<b>550</b>	<b>\$118,300</b>

**PHASE 3**

<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
Edward de la Parte	300	120	36,000
Other Shareholders	250	20	5,000
Associate Attorneys	200	100	20,000
Law Clerks	140	10	1,400
Paralegals	120	100	12,000
<b>Expenses</b>			<b>\$2,500</b>
<b>Subtotal</b>		<b>350</b>	<b>\$76,900</b>

**TOTAL** 1080 \$235,200

**INTEROFFICE COMMUNICATION  
PALM BEACH COUNTY  
WATER UTILITIES DEPARTMENT  
BUDGET AVAILABILITY STATEMENT**

**DATE:** May 24, 2013

**TO:** Michael Jones, Assistant County Attorney

**FROM:** Guy Eggertsson, Fiscal Manager 1  
Water Utilities Department



**RE:** Legal Services for DE LA Parte & Gilbert, P.A re Boca Dunes Lawsuit

**FISCAL IMPACT ANALYSIS:**

Summary of Fiscal Impact:

Is item included in current budget? Yes  No

Budget Account Number:

Fund	Agency	Organization	Object	Amount
4001	720	1110	3125	\$235,000.00

Source of Funds:

Water Utility User Fees