

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: SEPTEMBER 26, 2017 ☐ Consent ☒ Regular
☐ Public Hearing
 Department(s)
 Submitted By: COUNTY ATTORNEY
 Submitted For: COUNTY ATTORNEY

I. EXECUTIVE BRIEF

Motion and Title: STAFF RECOMMENDS MOTION TO APPROVE Contract for Professional Legal Services by and between Palm Beach County and Saul Ewing Arnstein & Lehr, LLP, for legal services in connection with eminent domain and condemnation litigation for the Airports Department in an amount not to exceed \$100,000.00, including costs.

Summary: The property is needed to better secure and define the airport's boundary and convert the land to aeronautical use. The agreement would commence upon approval of the Board of County Commissioners and would be in an amount not to exceed \$100,000.00, including costs. Countywide (DO)

Background and Justification: The County commenced condemnation proceedings in December 2016, in the lawsuit styled Palm Beach County Precision Property Investment Group, LLC, d/b/a Napa Auto Parts Case No.: 502016CA011154XXXXMB AA, which includes several complex legal issues. Currently, there are pending matters that require urgent action and the County Attorney's Office has lost its experienced eminent domain personnel, necessitating reliance on outside counsel to litigate this case.

Attachments:

1. Agreement
2. Certificate of Liability Insurance
3. Confirmation of Insurance
4. Budget Availability Statement

Recommended by: _____ Date: _____
County Attorney

Approved by: N/A _____ Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2017 | 2018 | 2019 | 2020 | 2021 |
|---------------------------------------|--|-------------------|-------|-------|-------|
| Capital Expenditures | _____ | <u>\$ 100,000</u> | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | _____ | <u>\$100,000</u> | _____ | _____ | _____ |
| # ADD'L FTE POSITIONS (CUMULATIVE) | _____ | _____ | _____ | _____ | _____ |
| Is Item Included in Current Budget? | <u>X</u> Yes _____ No | | | | |
| Budget Account No.: | Fund <u>4111</u> Department <u>121</u> Unit <u>A187</u> Object <u>6101</u> 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:

9/22/17
OFMB NK 9/22/17

Contract Dev. & Control
9/22/17 TW

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)

**CONTRACT FOR PROFESSIONAL LEGAL SERVICES
BY AND BETWEEN
PALM BEACH COUNTY AND SAUL EWING ARNSTEIN & LEHR, LLP**

THIS CONTRACT is made and entered into this _____ day of _____, 2017, 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 **SAUL EWING ARNSTEIN & LEHR, LLP**, a professional association authorized to do business in the State of Florida, (hereinafter referred to as “OUTSIDE COUNSEL”), whose Federal Tax Identification number is 36-2041272.

WHEREAS, the COUNTY desires to retain OUTSIDE COUNSEL with specialized expertise to provide LEGAL SERVICES to the COUNTY in PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS v. PRECISION PROPERTY INVESTMENT GROUP, LLC d/b/a NAPA AUTO PARTS; CASE NO. 502016CA011154XXXXMBAA.

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: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS v. PRECISION PROPERTY INVESTMENT GROUP, LLC d/b/a NAPA AUTO PARTS; CASE NO. 502016CA011154XXXXMBAA (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. LEGAL SERVICES include, 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 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 of approval by the Palm Beach County Board of County Commissioners and shall terminate when the matter or case referenced in subsection (a) of Article 1 reaches a final disposition.

ARTICLE 3. FEES

a) The COUNTY shall pay OUTSIDE COUNSEL up to an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) 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) | Keith L. Williams, Esq. | \$350.00 per hour |
| ii) | Associate Attorneys | \$300.00 per hour |
| iii) | Law Clerk | \$140.00 per hour |
| iv) | Paralegals | \$100.00 per hour |

b) OUTSIDE COUNSEL understands that its LEGAL SERVICES will be capped at ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) and there will be no additions to that amount without the written consent of the Palm Beach County Board of County Commissioners.

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) Fees and costs of experts employed in the course of the litigation are not included as such experts shall enter into a separate agreement with the COUNTY.

d) The total amount of reimbursable expenses and costs shall not exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00). The reimbursable expenses and costs provided for this Article are included in, and not in addition to, the total not-to-exceed amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) provided for in Article 3(b) above. In no event will SAUL EWING ARNSTEIN & LEHR, LLP, receive more than a total of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) under this Agreement, regardless of the purpose of the payment.

e) OUTSIDE COUNSEL covenants and agrees that any other type of billing or timekeeping which allows compensation for the 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 the 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.

f) 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.

g) 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 LEGAL SERVICES. Photocopy charges shall give a general description of 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 (2017).

h) 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 settlement of a claim, filing a counterclaim, cross-claim, or third-party claim, retaining any expert witness, or arranging any out-of-town travel. The experts initially hired by the COUNTY shall remain experts through the completion of the litigation, unless prior written approval is obtained from the County Attorney's Office.

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 a 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, sketches, and other data developed or purchased under the 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 written notice to OUTSIDE COUNSEL and termination shall become effective upon receipt of such notice. This Contract may be terminated by OUTSIDE COUNSEL upon sixty (60) days written notice to the COUNTY so long as such termination is consistent with attorney's professional obligations. Before OUTSIDE COUNSEL may terminate the 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 the 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 the 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 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 COUNTY with at least five (5) 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 **\$500,000.00** Each Occurrence. 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 **\$500,000.00** Each Accident for all owned, non-owned and hired automobiles. In the event OUTSIDE COUNSEL does not own any automobiles, the Business Automobile 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) **Workers Compensation Insurance & Employers' Liability.** OUTSIDE COUNSEL shall maintain Workers 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 **\$25,000.00**, COUNTY reserves the right, but not 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.

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 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. The 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.

h) **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: David Ottey, Esq.

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 Employers' 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 Employers' Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate(s) of Insurance notes the Umbrella or Excess Liability provides coverages 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 **Keith L. Williams, Esq.**, or under 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 circumstances 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 opinion, 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. NON-DISCRIMINATION

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, or genetic information.

OUTSIDE COUNSEL has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the OUTSIDE COUNSEL does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that OUTSIDE COUNSEL will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

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 the 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 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 the Contract shall be sent by mail to:

David Ottey, Esq.
Chief Assistant County Attorney
Palm Beach County
300 North Dixie Highway, Suite 359
West Palm Beach, FL 33401
(Representative of the COUNTY)

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

Saul Ewing Arnstein & Lehr, LLP
c/o Keith L. Williams, Esq.
515 North Flagler Drive, Suite 1400
West Palm Beach, FL 33401

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 provisions 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.

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

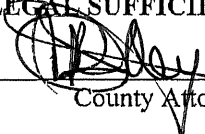
ATTEST:
SHARON R. BOCK
Clerk & Comptroller

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

Deputy Clerk

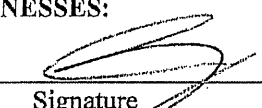
Paulette Burdick, Mayor

APPROVED AS TO FORM &
LEGAL SUFFICIENCY



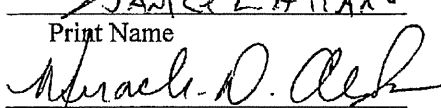
County Attorney

WITNESSES:

By: 


Signature
James L. Alfano

Print Name

By: 

Signature
MIRACLE-DAWN ALSTON

Print Name

ATTORNEY:
Saul Ewing Arnstein & Lehr, LLP

By: _____
Keith Williams, Esq.



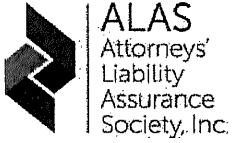
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2017

| | |
|---|--|
| 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 have ADDITIONAL INSURED provisions or 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 Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Great Northern Insurance Company INSURER B: Federal Insurance Company INSURER C: Pacific Indemnity Company INSURER D: INSURER E: INSURER F: |

| | | | | | | |
|---|---|------------------------------|-----------------|-------------------------|-------------------------|---|
| COVERAGES | | CERTIFICATE NUMBER: W3559837 | | 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 INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | 3532-36-70 | 06/12/2017 | 06/12/2018 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | OTHER: | | | | | \$ |
| B | AUTOMOBILE LIABILITY | Y | 73204382 | 06/12/2017 | 06/12/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | Y | 7970-54-37 | 06/12/2017 | 06/12/2018 | EACH OCCURRENCE \$ 5,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 5,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | (18) 7164-96-18 | 06/12/2017 | 06/12/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) | | | | | | |
| Palm Beach County is included as additional insured as respects General Liability, Automobile Liability and Umbrella Liability where required by written contract and permitted by law. | | | | | | |

| | |
|--|---|
| CERTIFICATE HOLDER | CANCELLATION |
| Palm Beach County c/o Palm Beach County Attorney's Office Attn: David Ottey, Esq. 300 North Dixie Highway, Suite 359 West Palm Beach, FL 33401 | 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 |



September 13, 2017

Saul Ewing Arnstein & Lehr
Centre Square West
1500 Market Street, 38th Floor
Philadelphia, PA 19102-2186

To Whom It May Concern:

CONFIRMATION OF INSURANCE

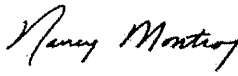
We hereby confirm that Saul Ewing Arnstein & Lehr has Professional Liability Coverage under Policy ALA 1125 with a limit of \$30,000,000 per claim and \$60,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$500,000 each claim up to an aggregate of \$1,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2017 to January 1, 2018.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

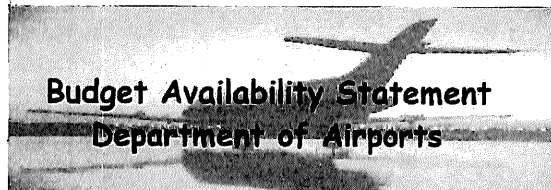
**ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC.,
A RISK RETENTION GROUP**

By: 
Nancy J. Montroy
Vice President – Director of Underwriting

Date: September 13, 2017

311 S. Wacker Drive, Suite 5700
Chicago, IL 60606-6629
tel 312.697.6900
fax 312.697.6901

alas.com



DATE: September 22, 2017

TO: Amy Karpf
Budget Manager

FROM: C. Michael Simmons
Deputy Director of Finance & Administration

RE: Professional Legal Service to be provided by
Saul Ewing Arnstein & Lehr, LLP

CC: File

Please be advised that funds are available in the amount of not to exceed \$100,000.00, including costs in account # 4111 - 121 - A187-415 - 6101 for the procurement of legal services in connection with eminent domain and condemnation litigation for Palm Beach International Airport in the lawsuit styled Palm Beach County Precision Property Investment Group, LLC, d/b/a Napa Auto Parts case No.: 502016CA011154XXXXMBAA for Palm Beach International Airport.

C. Michael Simmons 9/22/17
C. Michael Simmons (Dated)