

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 2, 2019

Consent [] Regular
[] Public Hearing

Department:

Submitted By: County Attorney

Submitted For: County Attorney

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: approve a Second Amendment to Agreement for Legal Services ("Amendment") with Kaplan, Kirsch and Rockwell, LLP ("Kaplan"), exercising the first renewal period from August 31, 2019 through August 30, 2021 and increasing the not-to exceed contract amount by \$75,000.

Summary: On September 26, 2017, the Board approved an Agreement for Legal Services (R-2017-1405) ("Agreement") with Kaplan for expert aviation legal services on various legal matters, including the defense of County in a 14 Code of Federal Regulations, Part 16 complaint concerning jet restrictions at Palm Beach County Park Airport ("Lantana Airport"). The original term of the Agreement expires on August 31, 2019. The Agreement provides for two additional two year renewals. This Amendment exercises the first renewal option, and also amends the non-discrimination clause to bring it in compliance with current County requirements, and increases the not-to exceed contract amount by \$75,000 for a total contract amount of \$275,000. Countywide (AH)

Background and Policy Issues: Kaplan has been performing legal services for the County pertaining to a complaint filed with the Federal Aviation Administration (FAA) pursuant to 14 Code of Federal Regulations, Part 16, concerning jet restrictions at Lantana Airport. A current appeal is filed with the FAA for a final determination, but it is uncertain when a final determination will be made by the FAA. The first amendment amended the start date of the Agreement to August 31, 2017. The current Legal Services Agreement with Kaplan will expire August 31, 2019. This amendment will extend the agreement an additional two years to August 30, 2021 with the option to renew an additional two year period, and increases the not-to exceed agreement amount by \$75,000 for a total not-to exceed amount of \$275,000.

Attachments:

1. Second Amendment (3)
2. Budget Availability Statement

Recommended By: _____

County Attorney

Date

6/6/19

Approved By: _____

N/A

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>75,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>75,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Does this item include the use of federal funds? Yes _____ No X

Budget Account No.: Fund 4100 Department 120 Unit 1110 Object 3125

Reporting Category _____

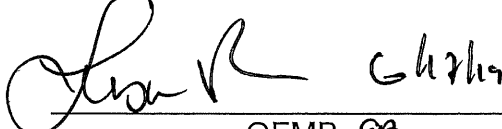
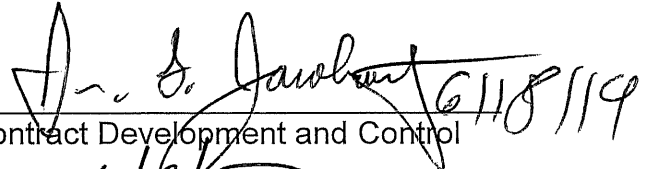
B. Recommended Sources of Funds/Summary of Fiscal Impact:

This Amendment exercises the first renewal option and increases the not-to exceed contract amount by \$75,000 for a total contract amount of \$275,000. Funding is provided by the Department of Airports; no ad valorem fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

 OFMB 9/17 9/17 Contract Development and Control 6/18/19

B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

Department Director

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

**SECOND AMENDMENT TO AGREEMENT BETWEEN PALM BEACH COUNTY
AND KAPLAN, KIRSCH AND ROCKWELL LLP
FOR LEGAL SERVICES**

THIS SECOND AMENDMENT, dated _____, 2019, to Agreement for Legal Services ("Amendment") is made by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County", and Kaplan, Kirsch and Rockwell LLP, hereinafter referred to as "Attorney".

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement for Legal Services dated September 26, 2017 (R-2017-1405)("Agreement"); and

WHEREAS, the parties entered into a First Amendment on February 6, 2018 amending the start date of the Agreement to August 31, 2017; and

WHEREAS, the parties desire to amend the Agreement by exercising its first option for renewal for the period August 31, 2017 through August 30, 2021; and

WHEREAS, the parties desire to increase the not-to exceed amount of the Agreement by \$75,000; and

WHEREAS, the parties desire to amend section 17 of the Agreement to update the non-discrimination language.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the County and Attorney agree as follows:

1. Section 4(a), first sentence of the Agreement is hereby deleted and replaced with the following sentence:

"County shall pay Attorney for Legal Services rendered on a per hour basis as set forth in Exhibit "A" , attached hereto and incorporated herein by reference, a total amount not-to-exceed Two Hundred and Seventy-Five Thousand Dollars (\$275,000)."

2. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The County is committed to assuring equal opportunity in the award of

contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Attorney warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

3. Section 26 of the Agreement is hereby deleted in its entirety and replaced with the following:

“This Agreement shall be effective upon execution by the Palm Beach County Board of County Commissioners and shall apply to Legal Services performed after August 31, 2017, and shall continue until August 30, 2021. At the sole option of the County, this Agreement may be renewed by County upon no less than thirty (30) days written notice to Attorney prior to the then current term for up to one (1) additional two (2) year periods upon the same price, terms and conditions as set forth herein.”

4. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
5. This Second Amendment shall become effective when signed by both parties and approved by the Palm Beach county Board of County Commissioners.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

In witness whereof, the parties hereto have duly executed this Second Amendment on the day and year first above written.

ATTEST:
SHARON R. BOCK

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

Deputy Clerk

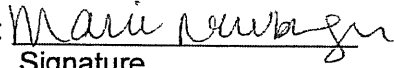
Mack Bernard, Mayor

**APPROVED AS TO FORM &
LEGAL SUFFICENCY**


Assistant County Attorney


Witness:

By: 
Signature

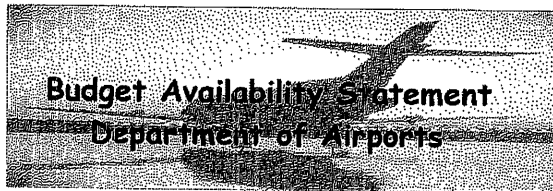
By: 
Signature

Attorney:

Kaplan, Kirsch & Rockwell LLP



Peter Kirsch, Esq.



DATE: June 13, 2019


TO: Alicia DeAbreu
Budget Manager

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

RE: Professional Legal Service to be provided by
Kaplan, Kirsch and Rockwell, LLP

CC: File

Please be advised that funds are available in the amount of not to exceed \$275,000.00, including costs in account # 4100 - 120 - 1110 - 3125 for the procurement of legal services in connection with compliant filed with Federal Aviation Administration (FAA) pursuant to 14 Code of Federal Regulations, Part 16, concerning jet restrictions at Lantana Airport.


C. Michael Simmons

6/13/19
(Dated)

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 HUB INTERNATIONAL INS SVCS INC/PHS 34340887 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC#
INSURED KAPLAN KIRSCH & ROCKWELL 1675 BROADWAY STE 2300 DENVER CO 80202-4623	INSURER A : The Sentinel Insurance Company 11000 INSURER B : Hartford Fire and Its P&C Affiliates 00914 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

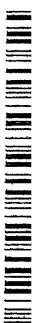
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			34 SBA IK0616	07/01/2019	07/01/2020	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability	X					MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE	\$2,000,000		
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			34 SBA IK0616	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB			34 SBA IK0616	07/01/2019	07/01/2020	EACH OCCURRENCE	\$4,000,000
	<input type="checkbox"/> OCCUR CLAIMS-MADE						AGGREGATE	\$4,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			34 WEC AA3DU3	07/01/2019	07/01/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$1,000,000
		N/A					E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	EMPLOYEE BENEFITS LIABILITY			34 SBA IK0616	07/01/2019	07/01/2020	Each Claim Limit	\$1,000,000
							Aggregate Limit	\$2,000,000

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

Those usual to the Insured's Operations. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER Issue to Palm Beach County c/o Palm Beach County Attorney s Offi Attn: Anne Helfant, Esq. 300 N DIXIE HWY STE 359 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 <i>Susan S. Castaneda</i>
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THE HARTFORD
 BUSINESS SERVICE CENTER
 3600 WISEMAN BLVD
 SAN ANTONIO TX 78251

MB 01 004376 76665 H 16 C



June 2, 2019

Issue to Palm Beach County
 c/o Palm Beach County Attorney's Office
 Attn: Anne Helfant, Esq.
 300 N DIXIE HWY STE 359
 WEST PALM BEACH FL 33401-4605

Account Information:

Policy Holder Details :	KAPLAN KIRSCH & ROCKWELL
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Contact Us

Business Service Center
Business Hours: Monday - Friday
 (7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

Enclosed please find a for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
 Your Hartford Service Team

004376 1/2

