

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	May 18, 2021	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
Department:	County Attorney	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Submitted By:	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 Greenberg Traurig P.A. for legal services in connection with two current Class Action lawsuits against the County, with a not-to-exceed total of Eight Hundred Fifty Thousand Dollars (\$850,000.00) combined for both cases, including costs.

Summary: The legal services are necessary for the defense of two separate Class Action lawsuits against the County. The agreement would commence upon approval of the Board of County Commissioners and would include a not-to-exceed amount of \$500,000.00, including costs, for the defense of the case styled B&B Properties Inc., v. Palm Beach County; Case No. 502019CA008660XXXXMB, (Fifteenth Judicial Circuit in and for Palm Beach County, Florida), and a not-to-exceed amount of \$350,000.00, including costs, for the defense of case styled David Adams; et al. v. Palm Beach County; Case No. 9:21-cv-80127-DMM (United States District Court, Southern District of Florida, West Palm Beach Division). Countywide (DO)

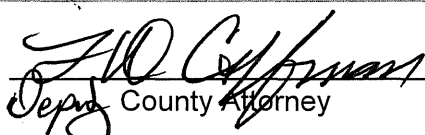
Background and Policy Issues: B&B Properties Inc. has requested the court to certify the class of all real property owners who have had their property encumbered by code enforcement liens beginning on January 1, 2005, which unlawfully include interest or collection costs, and the property remained encumbered on or after July 3, 2015. The Plaintiffs have alleged claims against the County for injunctive relief, procedural due process violations, declaratory judgment for excessive fines, a refund of interest and collection fees, and reasonable attorney's fees and costs based on an alleged class of 1900 property owners.

The Plaintiffs in Adams et al. are challenging the County's practice of using volunteers at Osprey Point Golf Course, Okeeheelee Golf Course, Park Ridge Golf Course, and John Prince Golf Learning Center. They have alleged that the County misclassified more than 600 individuals as volunteers, while they performed work at County golf facilities without receiving any wages. The Plaintiffs have requested the court to certify the class of all individuals that currently or formerly worked without wages at any of the four golf facilities, from as far back as January 2016. The claims alleged against the County include violations of Florida Minimum Wage Act and the Fair Labor Standards Act, and Plaintiffs are seeking injunctive relief to prevent the practice from continuing, compensatory and liquidated damages, and reasonable attorney's fees and costs.

The proposed contracts provide for legal services rendered by the national law firm of Greenberg Traurig P.A. that specializes in and has the capacity to handle Class Action lawsuits as alleged against the County. The County Attorney's Office will be actively involved in the legal strategy and tactical management of the cases. Furthermore, the County Attorney's Office will make all business and technical decisions in the cases.

Attachments:

1. Contract for Professional Legal Services re B&B Properties Inc.
2. Contract for Professional Legal Services re David Adams; et al.

Recommended By:	 County Attorney	5/11/21 Date
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Approved By:	N/A County Administrator	Date
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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	\$850,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$850,000				
# ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item included in current budget? Yes No

Does this Item include the use of federal funds? Yes No

Budget Account No.:

Fund 0001 Agency 760 Organization 7601 Object 3125

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

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Lora Martin
OFMB #151121
slolay
2/5/11/21

Archie J. Jaworski
Contract Dev. & Control
5/1/21

B. Legal Sufficiency

[Signature]

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 SERVICES
BY AND BETWEEN
PALM BEACH COUNTY AND GREENBERG TRAURIG**

THIS CONTRACT is made as of the 18th day of May 2021, 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 Greenberg Traurig, P.A., a professional association authorized to do business in the State of Florida, hereinafter referred to as OUTSIDE COUNSEL, whose Federal Tax I.D. 59-1270754.

WHEREAS, The COUNTY desires to retain OUTSIDE COUNSEL with specialized expertise to provide legal services to the COUNTY in class action matters;

WHEREAS, OUTSIDE COUNSEL desires to provide such legal services to the COUNTY;

WHEREAS, the COUNTY and OUTSIDE COUNSEL agree that all communication that they have had, and will have, relating to this Contract or the legal services is communication undertaken in an anticipation of litigation and/or within the scope of an attorney-client relationship;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE 1 - LEGAL SERVICES

- a. The above recitals are true and correct and incorporated herein by reference.

The parties hereby agree that OUTSIDE COUNSEL shall represent the COUNTY in the defense of the putative class action entitled B&B Properties, Inc. v. Palm Beach County, Case No. 50-2019CA008660 (the "*Subject Matter*") only. Phillip H. Hutchinson, Esquire, will assume primary responsibility on behalf of OUTSIDE COUNSEL for management of the legal services.

The COUNTY and OUTSIDE COUNSEL may agree to limit or expand the scope of the Subject Matter, but only if agreed in writing by both Parties, with a specific delineation of the nature and scope of such further services.

- b. It is anticipated that OUTSIDE COUNSEL will attempt, whenever possible, to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using the appropriate level of staff experience required by task, and taking other actions to improve efficiency.
- c. OUTSIDE COUNSEL's responsibility under this Contract is to provide legal services only, for and in connection with the Subject Matter, including but not limited to: prepare and attend hearings and mediations; file and respond to all pleadings; file discovery requests and discovery responses; pretrial motions; dismissals; file and obtain final judgments; trials and post-trial motions; fees and costs motions and hearings; and provide monthly status reports.

Unless expressly included in the Subject Matter, OUTSIDE COUNSEL services will not include advice relating to the tax implications or consequences of this engagement or the results of the legal services.

- d. The COUNTY's representative / liaison during the performance of this Contract shall be David Ottey, Esquire; Chief Assistant County Attorney; telephone number (561)355-6557.

- e. OUTSIDE COUNSEL's representative / liaison during the performance of this Contract shall be Phillip H. Hutchinson, Esquire; telephone number (561)242-9400.
- f. The COUNTY will provide OUTSIDE COUNSEL with the facts, information, documents and other materials in the COUNTY's possession concerning the Subject Matter pertinent to the Subject Matter, and keep OUTSIDE COUNSEL informed on a continuous basis. The COUNTY will keep OUTSIDE COUNSEL advised of the COUNTY's expectations and any concerns regarding OUTSIDE COUNSEL's services. The COUNTY will cooperate with OUTSIDE COUNSEL and be available as needed to assist OUTSIDE COUNSEL.
- g. The parties will have candid and frequent communication with each other, and OUTSIDE COUNSEL will keep the COUNTY informed regarding the Subject Matter, and will consult with the COUNTY to assure timely and appropriate performance of the Legal services. The COUNTY will be actively involved in the strategy and tactical management. Furthermore, the County will make all the business and technical decisions.

ARTICLE 2 - SCHEDULE 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 Subject Matter reaches final disposition.

Subject only to possible obligations under the *Ethics Rules* or law, OUTSIDE COUNSEL will have no continuing obligation to the COUNTY concerning the Subject Matter of this engagement after it is ended. OUTSIDE COUNSEL'S representation of the COUNTY thus does not constitute or include an obligation to advise or represent the COUNTY after this engagement is ended as to the Subject Matter, including without limitation in later proceedings, or as to subsequent requirements the COUNTY may have concerning the Subject Matter, or later legal or other developments that might have a bearing on the Subject Matter.

ARTICLE 3 - PAYMENTS TO OUTSIDE COUNSEL

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Five Hundred Thousand Dollars (\$500,000.00) for legal services rendered by Outside Counsel.
- b. Unless otherwise agreed in writing, OUTSIDE COUNSEL's fees in this engagement will be based upon the time spent by personnel 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 and other staff:

i.	Phillip H. Hutchinson, Esq.	\$500.00 per hour
ii.	Associates	\$350.00-\$400.00 per hour
iii.	Paralegals	\$200.00 per hour
- c. OUTSIDE COUNSEL understands that its legal services are capped at Five Hundred Thousand Dollars (\$500,000.00).
- d. 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, or Four Hundred Fifty Thousand Dollars (\$450,000.00).

- e. 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.
- f. Invoices received from OUTSIDE COUNSEL pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- g. **Final Invoice** In order for both parties herein to close their books and records, OUTSIDE COUNSEL will clearly state "final invoice" on OUTSIDE COUNSEL's final / last billing to the COUNTY. This shall constitute OUTSIDE COUNSEL's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by OUTSIDE COUNSEL.
- h. 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. Court filing fees and costs, witness fees, and previously approved travel shall be itemized and invoiced separately.
- i. The COUNTY shall not be responsible for the cost of any computerized legal research other than the actual billable hourly rate of OUTSIDE COUNSEL.
- j. Fees and costs of experts employed in the course of the litigation and of court reporters and transcripts are not included as out-of-pocket expenses, as such experts and court reporters shall enter into a separate agreement with the COUNTY.
- k. The total amount of reimbursable expenses and costs shall not exceed Twenty-five Thousand Dollars (\$25,000.00). The reimbursable expenses and costs provided for this Article are included in and not in addition to the total not-to-exceed amount of Five Hundred Thousand Dollars (\$500,000.00) provided above.
- l. 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 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.
- m. 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.

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- n. 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 (2020).
- o. No service, interest, or other similar charge is to be imposed with regard to any item, invoice, or request.
- p. Should OUTSIDE COUNSEL be successful in this litigation, and the COUNTY receives a judgment in its favor, but is unable fully to enforce the judgment immediately, unless otherwise agreed in writing, it will be Palm Beach County's responsibility alone, not OUTSIDE COUNSEL's to protect the COUNTY's judgment and pursue enforcement.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

- a. Signature of this Contract by OUTSIDE COUNSEL shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged OUTSIDE COUNSEL's most favored customer for the same or substantially similar service.
- b. The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

- a. This COUNTY may terminate this Contract 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. 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 the Subject Matter 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 6 - PERSONNEL

- a. 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.

- b. The legal services shall be performed principally by **Phillip H. Hutchinson, Esq.**, or under his 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.
- c. OUTSIDE COUNSEL will use the most appropriate level of staffing in consultation with and under supervision of more experienced attorneys, to ensure the most economically and efficiently service the engagement. Such staffing presently includes and enlist the assistance of the following other attorneys and paralegals: Andrea Ferraro, Esq., Lauren Whetstone, Esq. Tyrone Adras Esq, and Jennifer Thomson if and as appropriate. That may change and additional or different attorneys and paralegals may participate or replace others, based on subsequent changes within GT or otherwise relating to this engagement.
- d. Any changes or substitutions in OUTSIDE COUNSEL's key personnel must be made known to the COUNTY's representative, and OUTSIDE COUNSEL will discuss same with the COUNTY's representative to ensure that the COUNTY is satisfied, before the change or substitution can become effective.
- e. All OUTSIDE COUNSEL 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.
- f. OUTSIDE COUNSEL represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- g. All of OUTSIDE COUNSEL's personnel, while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - FEDERAL AND STATE TAX

- a. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by OUTSIDE COUNSEL. OUTSIDE COUNSEL shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is OUTSIDE COUNSEL authorized to use the COUNTY's Tax Exemption Number in securing such materials.
- b. OUTSIDE COUNSEL shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

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ARTICLE 9 - 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. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the COUNTY's Risk Management Department. OUTSIDE COUNSEL shall provide this coverage on a primary basis.
- c. **Business Automobile Liability** OUTSIDE COUNSEL shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** each accident, for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT 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. CONSULTANT shall provide this coverage on a primary basis
- d. **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 for no less than 3 years following the conclusion of the representation of the County.
- e. **Worker's Compensation Insurance and 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.
- 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. **Certificate(s) of Insurance** Prior to execution of this Contract, OUTSIDE COUNSEL shall deliver to the COUNTY's representative as identified in Article 26, 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 David Ottey, Chief Assistant County Attorney
300 North Dixie Highway, Suite 359
West Palm Beach, Florida 33401

- h. **Umbrella or Excess Liability** If necessary, OUTSIDE COUNSEL may satisfy the minimum limits required above for 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 10 - INDEMNIFICATION

OUTSIDE COUNSEL shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, losses, cost, damages or causes of action of every kind or character, including attorney's fees and costs, proximately caused by any intentional or negligent act or omission of OUTSIDE COUNSEL or any agent, member, partner, associate or employee thereof, in the performance of the terms of the legal services.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and OUTSIDE COUNSEL each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor OUTSIDE COUNSEL shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 12 - REMEDIES

- a. This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party 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. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- b. No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or OUTSIDE COUNSEL.

ARTICLE 13 - 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 manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. OUTSIDE COUNSEL further represents that no person having any such conflict of interest shall be employed for said performance of services.

- b. OUTSIDE COUNSEL understands that Palm Beach County does not consider the following to create a conflict of interest with OUTSIDE COUNSEL's concurrent representation of Palm Beach County in the Subject Matter; or, to the extent it does, under the Florida Rules of Professional Conduct (the "*Ethics Rules*"), create a conflict, Palm Beach County waives the conflict with respect to OUTSIDE COUNSEL's representation of:
 - i. Clients before the County Commission or the Planning and Zoning Board;
 - ii. Clients before the Code Enforcement Board on issues not related to the Subject Matter; and
 - iii. The East Central Regional Water Authority ("ECR"), of which Palm Beach County is a member entity.
- c. Except as to the Permitted Matters stated in paragraph b. above, OUTSIDE COUNSEL shall promptly notify the County's representative, in writing, by certified mail, of all potential conflict of interest that may influence OUTSIDE COUNSEL's judgment or quality of service being provided hereunder by undertaking such representation for another client. Such written notification shall identify the potential conflict and request the County's opinion as to whether the Proposed Matter, if undertaken by OUTSIDE COUNSEL, would create a conflict. The COUNTY agrees to notify OUTSIDE COUNSEL of its opinion by certified mail within fifteen (15) 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 services provided to the COUNTY by OUTSIDE COUNSEL under the terms of this Contract. Should the County determine that an actual conflict would arise from the Proposed Matter, GT will not undertake it, unless Palm Beach County gives its informed consent and waives the conflict.
- d. OUTSIDE COUNSEL further agrees to comply with Palm Beach County PPM #CW-O-052 regarding outside attorney conflicts of interest. Said PPM is incorporated herein by reference and made part of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

- a. OUTSIDE COUNSEL shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of OUTSIDE COUNSEL or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.
- b. Upon OUTSIDE COUNSEL's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if OUTSIDE COUNSEL's failure to perform was without its fault or negligence, any affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15 - ARREARS

OUTSIDE COUNSEL shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. OUTSIDE COUNSEL further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

- a. OUTSIDE COUNSEL shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.
- b. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by OUTSIDE COUNSEL and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.
- c. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.
- d. Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2 440, as amended.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

- a. OUTSIDE COUNSEL is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to OUTSIDE COUNSEL's sole direction, supervision, and control. OUTSIDE COUNSEL shall exercise control over the means and manner in which it and its employees perform the work, and in all respects OUTSIDE COUNSEL's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- b. OUTSIDE COUNSEL does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 18 - CONTINGENT FEES

OUTSIDE COUNSEL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OUTSIDE COUNSEL to solicit or secure this 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.

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ARTICLE 19 - ACCESS AND AUDITS

- a. OUTSIDE COUNSEL shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract.
- b. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at OUTSIDE COUNSEL's place of business.
- c. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of OUTSIDE COUNSEL, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.
- d. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 20 - NONDISCRIMINATION

- a. 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, OUTSIDE COUNSEL warrants and represents that throughout the term of the Contract, 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 Contract.
- b. As a condition of entering into this Contract, OUTSIDE COUNSEL represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, OUTSIDE COUNSEL shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall OUTSIDE COUNSEL retaliate against any person for reporting instances of such discrimination. OUTSIDE COUNSEL shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. OUTSIDE COUNSEL understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. OUTSIDE COUNSEL shall include this language in its subcontracts.

ARTICLE 21 - 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 reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 22 - 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.

ARTICLE 23 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, OUTSIDE COUNSEL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 24 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

David R. Ottey, Chief Assistant County Attorney
Palm Beach County Attorney's Office
300 North Dixie Highway, Suite 359
West Palm Beach, Florida 33401

If sent to OUTSIDE COUNSEL, notices shall be addressed to:

Phillip H. Hutchinson, Esq. Shareholder
Greenberg Traurig, P.A.
777 S. Flagler Drive, Suite 300 East,
West Palm Beach, Florida 33401

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and OUTSIDE COUNSEL agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, 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 25-Modifications of Work.

ARTICLE 26 - REGULATIONS; LICENSING REQUIREMENTS

OUTSIDE COUNSEL shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. OUTSIDE COUNSEL is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 27 - SCRUTINIZED COMPANIES

- a. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, OUTSIDE COUNSEL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if OUTSIDE COUNSEL is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- b. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, OUTSIDE COUNSEL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.
- c. If the County determines, using credible information available to the public, that a false certification has been submitted by OUTSIDE COUNSEL, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 28 - PUBLIC RECORDS

- a. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if OUTSIDE COUNSEL: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., OUTSIDE COUNSEL shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. OUTSIDE COUNSEL is specifically required to:
 - i. Keep and maintain public records required by the County to perform services as provided under this Contract.
 - ii. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. OUTSIDE COUNSEL further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
 - iii. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if OUTSIDE COUNSEL does not transfer the records to the public agency.

iv. Upon completion of the Contract OUTSIDE COUNSEL shall transfer, at no cost to the County, all public records in possession of OUTSIDE COUNSEL unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If OUTSIDE COUNSEL transfers all public records to the County upon completion of the Contract, OUTSIDE COUNSEL shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If OUTSIDE COUNSEL keeps and maintains public records upon completion of the Contract, OUTSIDE COUNSEL shall meet all applicable requirements for retaining public records. All records stored electronically by OUTSIDE COUNSEL must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

b. Failure of OUTSIDE COUNSEL to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. OUTSIDE COUNSEL acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF OUTSIDE COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OUTSIDE COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 28 –GOVERNING LAW.

All the rights and obligations of the COUNTY and OUTSIDE COUNSEL arising under or related to this Agreement are and will be governed by the laws of the State of Florida, irrespective of conflicts of law principles that might otherwise apply.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the COUNTY; and OUTSIDE COUNSEL has hereunto set its hand the day and year above written.

ATTEST:

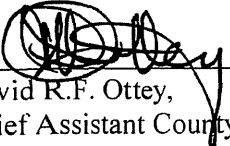
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

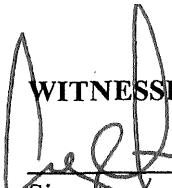
By: _____
Dave Kerner, Mayor

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY**



David R.F. Ottey,
Chief Assistant County Attorney

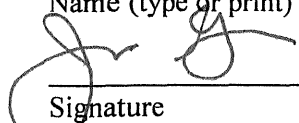
WITNESSES:



Signature

Angel Niwes

Name (type or print)

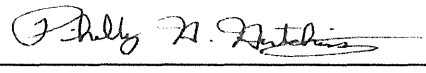


Signature

JIMMY GREER

Name (type or print)

**OUTSIDE COUNSEL:
GREENBERG TRAURIG P.A.**



Phillip H. Hutchinson, Esq.

**CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
PALM BEACH COUNTY AND GREENBERG TRAURIG**

THIS CONTRACT is made as of the 18th day of May 2021, 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 Greenberg Traurig, P.A., a professional association authorized to do business in the State of Florida, hereinafter referred to as OUTSIDE COUNSEL, whose Federal Tax I.D. 59-1270754.

WHEREAS, The COUNTY desires to retain OUTSIDE COUNSEL with specialized expertise to provide legal services to the COUNTY in class action matters;

WHEREAS, OUTSIDE COUNSEL desires to provide such legal services to the COUNTY;

WHEREAS, the COUNTY and OUTSIDE COUNSEL agree that all communication that they have had, and will have, relating to this Contract or the legal services is communication undertaken in an anticipation of litigation and/or within the scope of an attorney-client relationship;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE 1 - LEGAL SERVICES

- a. The above recitals are true and correct and incorporated herein by reference.

The parties hereby agree that OUTSIDE COUNSEL shall represent the COUNTY in the defense of the putative class action entitled David Adams; et al. v. Palm Beach County, Case No. 9:21-cv-80127-DMM (the "*Subject Matter*") only. Phillip H. Hutchinson, Esquire, will assume primary responsibility on behalf of OUTSIDE COUNSEL for management of the legal services.

The COUNTY and OUTSIDE COUNSEL may agree to limit or expand the scope of the Subject Matter, but only if agreed in writing by both Parties, with a specific delineation of the nature and scope of such further services.

- b. It is anticipated that OUTSIDE COUNSEL will attempt, whenever possible, to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using the appropriate level of staff experience required by task, and taking other actions to improve efficiency.
- c. OUTSIDE COUNSEL's responsibility under this Contract is to provide legal services only, for and in connection with the Subject Matter, including but not limited to: prepare and attend hearings and mediations; file and respond to all pleadings; file discovery requests and discovery responses; pretrial motions; dismissals; file and obtain final judgments; trials and post-trial motions; fees and costs motions and hearings; and provide monthly status reports.

Unless expressly included in the Subject Matter, OUTSIDE COUNSEL services will not include advice relating to the tax implications or consequences of this engagement or the results of the legal services.

- d. The COUNTY's representative / liaison during the performance of this Contract shall be David Ottey, Esquire; Chief Assistant County Attorney; telephone number (561)355-6557.

- e. OUTSIDE COUNSEL's representative / liaison during the performance of this Contract shall be Phillip H. Hutchinson, Esquire; telephone number (561)242-9400.
- f. The COUNTY will provide OUTSIDE COUNSEL with the facts, information, documents and other materials in the COUNTY's possession concerning the Subject Matter pertinent to the Subject Matter, and keep OUTSIDE COUNSEL informed on a continuous basis. The COUNTY will keep OUTSIDE COUNSEL advised of the COUNTY's expectations and any concerns regarding OUTSIDE COUNSEL's services. The COUNTY will cooperate with OUTSIDE COUNSEL and be available as needed to assist OUTSIDE COUNSEL.
- g. The parties will have candid and frequent communication with each other, and OUTSIDE COUNSEL will keep the COUNTY informed regarding the Subject Matter, and will consult with the COUNTY to assure timely and appropriate performance of the Legal services. The COUNTY will be actively involved in the strategy and tactical management. Furthermore, the County will make all the business and technical decisions.

ARTICLE 2 - SCHEDULE 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 Subject Matter reaches final disposition.

Subject only to possible obligations under the *Ethics Rules* or law, OUTSIDE COUNSEL will have no continuing obligation to the COUNTY concerning the Subject Matter of this engagement after it is ended. OUTSIDE COUNSEL'S representation of the COUNTY thus does not constitute or include an obligation to advise or represent the COUNTY after this engagement is ended as to the Subject Matter, including without limitation in later proceedings, or as to subsequent requirements the COUNTY may have concerning the Subject Matter, or later legal or other developments that might have a bearing on the Subject Matter.

ARTICLE 3 - PAYMENTS TO OUTSIDE COUNSEL

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) for legal services rendered by Outside Counsel.
- b. Unless otherwise agreed in writing, OUTSIDE COUNSEL's fees in this engagement will be based upon the time spent by personnel 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 and other staff:
 - i. Bridget A. Berry, Esq. \$500.00 per hour
 - ii. Associates \$350.00-\$400.00 per hour
 - iii. Paralegals \$200.00 per hour
- c. OUTSIDE COUNSEL understands that its legal services are capped at Three Hundred Fifty Thousand Dollars (\$350,000.00).

- d. 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, or Three Hundred Fifteen Thousand Dollars (\$315,000.00).
- e. 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.
- f. Invoices received from OUTSIDE COUNSEL pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- g. **Final Invoice** In order for both parties herein to close their books and records, OUTSIDE COUNSEL will clearly state "final invoice" on OUTSIDE COUNSEL's final / last billing to the COUNTY. This shall constitute OUTSIDE COUNSEL's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by OUTSIDE COUNSEL.
- h. 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. Court filing fees and costs, witness fees, and previously approved travel shall be itemized and invoiced separately.
- i. The COUNTY shall not be responsible for the cost of any computerized legal research other than the actual billable hourly rate of OUTSIDE COUNSEL.
- j. Fees and costs of experts employed in the course of the litigation and of court reporters and transcripts are not included as out-of-pocket expenses, as such experts and court reporters shall enter into a separate agreement with the COUNTY.
- k. The total amount of reimbursable expenses and costs shall not exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00). The reimbursable expenses and costs provided for this Article are included in and not in addition to the total not-to-exceed amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) provided above.
- l. 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 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.
- m. 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.

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- n. 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 (2020).
- o. No service, interest, or other similar charge is to be imposed with regard to any item, invoice, or request.
- p. Should OUTSIDE COUNSEL be successful in this litigation, and the COUNTY receives a judgment in its favor, but is unable fully to enforce the judgment immediately, unless otherwise agreed in writing, it will be Palm Beach County's responsibility alone, not OUTSIDE COUNSEL's to protect the COUNTY's judgment and pursue enforcement.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

- a. Signature of this Contract by OUTSIDE COUNSEL shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged OUTSIDE COUNSEL's most favored customer for the same or substantially similar service.
- b. The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

- a. This COUNTY may terminate this Contract 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. 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 the Subject Matter 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 6 - PERSONNEL

- a. 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.

- b. The legal services shall be performed principally by **Bridget A. Berry, Esq.**, Shareholder, or under her 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.
- c. OUTSIDE COUNSEL will use the most appropriate level of staffing in consultation with and under supervision of more experienced attorneys, to ensure the most economically and efficiently service the engagement. Such staffing presently includes and enlist the assistance of the following other attorneys and paralegals: Alexa Klein Esq, and Jennifer Thomson if and as appropriate. That may change and additional or different attorneys and paralegals may participate or replace others, based on subsequent changes within GT or otherwise relating to this engagement.
- d. Any changes or substitutions in OUTSIDE COUNSEL's key personnel must be made known to the COUNTY's representative, and OUTSIDE COUNSEL will discuss same with the COUNTY's representative to ensure that the COUNTY is satisfied, before the change or substitution can become effective.
- e. All OUTSIDE COUNSEL 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.
- f. OUTSIDE COUNSEL represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- g. All of OUTSIDE COUNSEL's personnel, while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - FEDERAL AND STATE TAX

- a. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by OUTSIDE COUNSEL. OUTSIDE COUNSEL shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is OUTSIDE COUNSEL authorized to use the COUNTY's Tax Exemption Number in securing such materials.
- b. OUTSIDE COUNSEL shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

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ARTICLE 9 - 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. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the COUNTY's Risk Management Department. OUTSIDE COUNSEL shall provide this coverage on a primary basis.
- c. **Business Automobile Liability** OUTSIDE COUNSEL shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** each accident, for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT 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. CONSULTANT shall provide this coverage on a primary basis
- d. **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 for no less than 3 years following the conclusion of the representation of the County.
- e. **Worker's Compensation Insurance and 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.
- 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. **Certificate(s) of Insurance** Prior to execution of this Contract, OUTSIDE COUNSEL shall deliver to the COUNTY's representative as identified in Article 26, 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 David Ottey, Chief Assistant County Attorney
300 North Dixie Highway, Suite 359
West Palm Beach, Florida 33401

- h. **Umbrella or Excess Liability** If necessary, OUTSIDE COUNSEL may satisfy the minimum limits required above for 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 10 - INDEMNIFICATION

OUTSIDE COUNSEL shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, losses, cost, damages or causes of action of every kind or character, including attorney's fees and costs, proximately caused by any intentional or negligent act or omission of OUTSIDE COUNSEL or any agent, member, partner, associate or employee thereof, in the performance of the terms of the legal services.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and OUTSIDE COUNSEL each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor OUTSIDE COUNSEL shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 12 - REMEDIES

- a. This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party 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. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- b. No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or OUTSIDE COUNSEL.

ARTICLE 13 - 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 manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. OUTSIDE COUNSEL further represents that no person having any such conflict of interest shall be employed for said performance of services.

- b. OUTSIDE COUNSEL understands that Palm Beach County does not consider the following to create a conflict of interest with OUTSIDE COUNSEL's concurrent representation of Palm Beach County in the Subject Matter; or, to the extent it does, under the Florida Rules of Professional Conduct (the "*Ethics Rules*"), create a conflict, Palm Beach County waives the conflict with respect to OUTSIDE COUNSEL's representation of:
 - i. Clients before the County Commission or the Planning and Zoning Board;
 - ii. Clients before the Code Enforcement Board on issues not related to the Subject Matter; and
 - iii. The East Central Regional Water Authority ("ECR"), of which Palm Beach County is a member entity.
- c. Except as to the Permitted Matters stated in paragraph b. above, OUTSIDE COUNSEL shall promptly notify the County's representative, in writing, by certified mail, of all potential conflict of interest that may influence OUTSIDE COUNSEL's judgment or quality of service being provided hereunder by undertaking such representation for another client. Such written notification shall identify the potential conflict and request the County's opinion as to whether the Proposed Matter, if undertaken by OUTSIDE COUNSEL, would create a conflict. The COUNTY agrees to notify OUTSIDE COUNSEL of its opinion by certified mail within fifteen (15) 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 services provided to the COUNTY by OUTSIDE COUNSEL under the terms of this Contract. Should the County determine that an actual conflict would arise from the Proposed Matter, GT will not undertake it, unless Palm Beach County gives its informed consent and waives the conflict.
- d. OUTSIDE COUNSEL further agrees to comply with Palm Beach County PPM #CW-O-052 regarding outside attorney conflicts of interest. Said PPM is incorporated herein by reference and made part of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

- a. OUTSIDE COUNSEL shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of OUTSIDE COUNSEL or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.
- b. Upon OUTSIDE COUNSEL's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if OUTSIDE COUNSEL's failure to perform was without its fault or negligence, any affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15 - ARREARS

OUTSIDE COUNSEL shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. OUTSIDE COUNSEL further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

- a. OUTSIDE COUNSEL shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.
- b. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by OUTSIDE COUNSEL and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.
- c. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.
- d. Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2 440, as amended.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

- a. OUTSIDE COUNSEL is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to OUTSIDE COUNSEL's sole direction, supervision, and control. OUTSIDE COUNSEL shall exercise control over the means and manner in which it and its employees perform the work, and in all respects OUTSIDE COUNSEL's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- b. OUTSIDE COUNSEL does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 18 - CONTINGENT FEES

OUTSIDE COUNSEL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for OUTSIDE COUNSEL to solicit or secure this 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.

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ARTICLE 19 - ACCESS AND AUDITS

- a. OUTSIDE COUNSEL shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract.
- b. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at OUTSIDE COUNSEL's place of business.
- c. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of OUTSIDE COUNSEL, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.
- d. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 20 - NONDISCRIMINATION

- a. 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, OUTSIDE COUNSEL warrants and represents that throughout the term of the Contract, 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 Contract.
- b. As a condition of entering into this Contract, OUTSIDE COUNSEL represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, OUTSIDE COUNSEL shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall OUTSIDE COUNSEL retaliate against any person for reporting instances of such discrimination. OUTSIDE COUNSEL shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. OUTSIDE COUNSEL understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. OUTSIDE COUNSEL shall include this language in its subcontracts.

ARTICLE 21 - 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 reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 22 - 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.

ARTICLE 23 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, OUTSIDE COUNSEL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 24 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

David R. Ottey, Chief Assistant County Attorney
Palm Beach County Attorney's Office
300 North Dixie Highway, Suite 359
West Palm Beach, Florida 33401

If sent to OUTSIDE COUNSEL, notices shall be addressed to:

Phillip H. Hutchinson, Esq. Shareholder
Greenberg Traurig, P.A.
777 S. Flagler Drive, Suite 300 East,
West Palm Beach, Florida 33401

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and OUTSIDE COUNSEL agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, 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 25-Modifications of Work.

ARTICLE 26 - REGULATIONS; LICENSING REQUIREMENTS

OUTSIDE COUNSEL shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. OUTSIDE COUNSEL is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 27 - SCRUTINIZED COMPANIES

- a. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, OUTSIDE COUNSEL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if OUTSIDE COUNSEL is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- b. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, OUTSIDE COUNSEL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.
- c. If the County determines, using credible information available to the public, that a false certification has been submitted by OUTSIDE COUNSEL, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 28 - PUBLIC RECORDS

- a. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if OUTSIDE COUNSEL: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., OUTSIDE COUNSEL shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. OUTSIDE COUNSEL is specifically required to:
 - i. Keep and maintain public records required by the County to perform services as provided under this Contract.
 - ii. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. OUTSIDE COUNSEL further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
 - iii. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if OUTSIDE COUNSEL does not transfer the records to the public agency.

iv. Upon completion of the Contract OUTSIDE COUNSEL shall transfer, at no cost to the County, all public records in possession of OUTSIDE COUNSEL unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If OUTSIDE COUNSEL transfers all public records to the County upon completion of the Contract, OUTSIDE COUNSEL shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If OUTSIDE COUNSEL keeps and maintains public records upon completion of the Contract, OUTSIDE COUNSEL shall meet all applicable requirements for retaining public records. All records stored electronically by OUTSIDE COUNSEL must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

b. Failure of OUTSIDE COUNSEL to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. OUTSIDE COUNSEL acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF OUTSIDE COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OUTSIDE COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 28 –GOVERNING LAW.

All the rights and obligations of the COUNTY and OUTSIDE COUNSEL arising under or related to this Agreement are and will be governed by the laws of the State of Florida, irrespective of conflicts of law principles that might otherwise apply.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the COUNTY; and OUTSIDE COUNSEL has hereunto set its hand the day and year above written.

ATTEST:

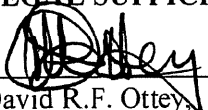
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

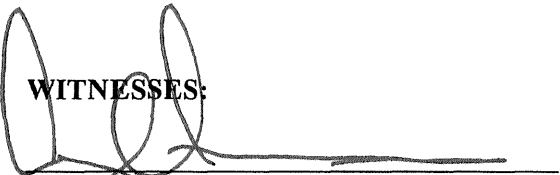
By: _____
Dave Kerner, Mayor

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY**



David R.F. Ottey,
Chief Assistant County Attorney

WITNESSES:



Signature

Angel Nieves

Name (type or print)

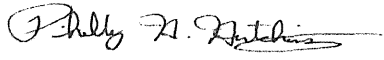


Signature

JIMMY GREER

Name (type or print)

**OUTSIDE COUNSEL:
GREENBERG TRAUIG P.A.**



Phillip H. Hutchinson, Esq.