

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: July 12, 2022

Consent       Regular  
 Public Hearing

Submitted By: COUNTY ATTORNEY

Submitted For: OFMB

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (a) Agreement for bond counsel services with the law firm of Greenberg Traurig, P.A., effective October 1, 2022 through September 30, 2025, with one (1) additional three (3) year term renewal at the County's option.
- (b) Agreement for disclosure counsel services with the law firm of Locke Lord, LLP, effective October 1, 2022 through September 30, 2025, with one (1) additional three (3) year term renewal at the County's option.
- (c) Amendment No. 2 to R-2016-1105 with Locke Lord, LLP, formalizing the firm's continued representation of the County in connection with the proposed Housing General Obligation Bond ("GO Bond") and Roger Dean Chevrolet Stadium Revenue Bond ("Revenue Bond").
- (d) Agreement for disclosure counsel services with the law firm of Greenberg Traurig, P.A. in connection with the proposed GO Bond.

**Summary:** On March, 24, 2022, the County Finance Committee (the "CFC") reviewed RFP proposals for County bond counsel and disclosure counsel. Greenberg Traurig, P.A. received the highest rank of the six proposers. Locke Lord, LLP received the second highest rank of the six proposers. Accordingly, the CFC recommends that Greenberg Traurig, P.A. be retained as the County's bond counsel and Locke Lord, LLP be retained as the County's disclosure counsel, with contracts effective October 1, 2022 through September 30, 2025. The agreements also contain one (1) additional three (3) year term renewal at the County's option.

**(SUMMARY AND BACKGROUND AND JUSTIFICATION CONTINUED ON PAGE 3)**

**Attachments:**

- 1. Agreement for bond counsel services with Greenberg Traurig, P.A. (3).
- 2. Agreement for disclosure counsel services with Locke Lord, LLP (3)
- 3. Amendment No. 2 to R-2016-1105 with Locke Lord, LLP formalizing bond counsel services in connection with the GO Bonds and Revenue Bond (3)
- 4. Agreement for disclosure counsel services with Greenberg Traurig, P.A. in connection with the Go Bonds (3)

Recommended by:  Date \_\_\_\_\_  
County Attorney

Approved by: N/A Date \_\_\_\_\_

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	*				
#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                      Agency                      Organization                      Object

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

- The Fiscal Impact is indeterminable at this time

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS:**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*Lisa Martin 6/2/22*  
 OFMB 7/16/22  
 6/2

*John J. Javeling 6/23/22*  
 Contract Dev. & Control

**B. Approved as to Form and Legal Sufficiency**

*ALW 5/31/22*  
 Assistant County Attorney

**C. Other Department Review**

\_\_\_\_\_  
 Department Director

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

Further, staff recommends an amendment to the current bond counsel contract with Locke Lord, LLP, which is in effect until September 30, 2022, formalizing the firm's continued representation of the County in connection with the County's GO Bond and Revenue Bond. The firm's representation on these matters dates back to 2020. The continued representation on the GO Bond is contingent on the issuances being authorized at the November 8, 2022 general election. The continued representation on the Revenue Bond is contingent on the bonds being issued on or before April 30, 2024.

Finally, staff recommends a separate agreement with Greenberg Traurig, P.A. for disclosure counsel services solely in connection with the GO Bond under the same contingencies expressed above. The County's disclosure counsel services in connection with the GO Bond are not anticipated to be needed until after October 1, 2022 and, while those services would ordinarily go to Locke Lord, LLP under its new disclosure counsel agreement, the firm cannot simultaneously serve as both bond and disclosure counsel. As such, as the highest ranked firm under the RFP, staff recommends that the disclosure counsel services for the GO Bond be performed by Greenberg Traurig, P.A., under the contingencies expressed above. Countywide (DB).

**Background and Justification:** The attached Agreements have been executed by the law firms.

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND GREENBERG TRAURIG, P.A.  
FOR BOND COUNSEL AND RELATED LEGAL SERVICES**

This Agreement is made and entered into on \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County"), and the law firm of Greenberg Traurig, P.A., located at 777 S. Flagler Dr., Suite 300 East, West Palm Beach, Florida 33401, Federal Tax I. D. Number 59-1270754, ("Attorney").

In consideration of the mutual covenants and agreements expressed in this Agreement, County and Attorney agree as follows:

1. **Engagement.** County agrees to engage Attorney to provide bond counsel services and for such other legal services outside the usual scope of bond counsel services as may be requested from time to time by the County Attorney or designee (the "Legal Services").

2. **Compensation.**

(a) Upon Attorney's appointment to act as bond counsel for a particular County-funded financing, County agrees to compensate Attorney for such Legal Services in accordance with the fee schedule set forth as Exhibit "A" to this Agreement.

(b) Upon Attorney's appointment to act as conduit bond counsel to the County relating to industrial development revenue bonds, Attorney shall be compensated by the applicant at the rates agreed upon by Attorney and the applicant, not to exceed \$500 per hour. Attorney shall directly bill the applicant for the services rendered to the County in connection with the issuance.

(c) For Legal Services requested by the County Attorney which are outside the usual scope of services provided by bond counsel or which are unrelated to a financing for which Attorney has been appointed bond counsel, County agrees to compensate Attorney at \$200 per hour. Requested formal opinions provided by Attorney may be compensated on a "flat fee" basis for such opinions. Fees for Legal Services under this subsection (c) shall be paid as agreed to in writing by Attorney and the County Attorney or designee.

3. **Expenses and Costs.**

(a) County also agrees to reimburse Attorney for its reasonable and necessary expenses and costs incurred during the course of providing the Legal Services, except when acting as conduit bond counsel to the County, where the applicant will be responsible for reimbursements. The expenses and costs may include,

but are not limited to, out-of-pocket expenses for express mail, long-distance telephone charges, postage, printing and photocopying.

(b) All requests for payment of expenses eligible for reimbursement under this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Clerk & Comptroller's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Legal Services. Long-distance telephone calls shall identify the person(s) called, purpose of call, time and cost. Photocopying or printing charges shall give a general description of documents copied or printed and the rate charged. Mileage charges shall identify the destination, numbers of miles, rate, and purpose of travel. Any out-of-county travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement shall be approved in writing by the County Attorney or designee, in advance, and paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

(c) Attorney shall maintain adequate records to justify all its charges, expenses and costs of performing the Legal Services for at least five (5) years after termination of this Agreement. County shall have access to such books, records and documents as required for the purpose of inspection or audit during Attorney's normal business hours, at County's expense, upon reasonable written notice.

(d) No reimbursement will be made for travel expenses incurred by Attorney when the destination is Palm Beach County without the prior written authorization of the County Attorney or designee.

#### 4. Termination and Assignment.

(a) This Agreement may be terminated by County upon written notice to Attorney, effective upon Attorney's receipt of the notice. This Agreement may be terminated by Attorney upon sixty (60) days written notice to County. Upon termination, Attorney shall transfer all work in progress, completed work, and other materials related to the Legal Services to County.

(b) Neither this Agreement nor any rights and responsibilities hereunder may be assigned, in whole or in part, by Attorney without County's prior written consent.

#### 5. Reports, Confidentiality, Public Records and Inspector General.

(a) Attorney shall provide periodic status reports, either oral or in writing, as requested by the County Attorney or designee.

(b) Attorney shall deliver to County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for County in the course of providing the Legal Services.

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

(d) Attorney shall comply with the provisions of Chapter 119, Florida Statutes and all other legal public records requirements.

(e) Palm Beach County has established the Office of the Inspector General as contained in the Palm Beach County Code, Sections 2-421 – 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, account and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Attorney, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-241 – 2-440, and punished to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

## 6. Insurance.

The Attorney shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by Attorney, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Attorney under the Contract. Attorney agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. Commercial General Liability: Attorney shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political

Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

B. Workers' Compensation Insurance & Employer's Liability: Attorney shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

C. Professional Liability: Attorney shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of Attorney's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Attorney warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Attorney shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Attorney of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. Waiver of Subrogation: Except where prohibited by law, Attorney hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Attorney shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Attorney enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the Attorney shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o County Attorney  
Palm Beach County  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

F. Right to Revise or Reject: 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, coverage, or endorsements.

7. Indemnification. Attorney shall indemnify, hold harmless and defend the County, its agents, servants, and employees from and against any and all claims, liability, losses and/or causes of actions (including attorney's fees) which may arise by virtue of any intentional or negligent act or omission of Attorney in the performance of the Legal Services.

8. Performance Qualifications. Attorney represents that it has, or will secure at its own expense, all necessary personnel required to perform the Legal Services. Such personnel shall not be employees of or have any contractual relationship with County. The Legal Services shall be performed by Attorney or under its supervision. All personnel engaged in performing the Legal Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Specifically, all lawyers performing the Legal Services must be members in good standing of The Florida Bar. Attorney must obtain prior written approval from the County Attorney or designee prior to permitting a lawyer who is not a member in good standing of The Florida Bar to perform any of the Legal Services hereunder. Attorney warrants that it is listed as qualified bond counsel in the Municipal Bond Buyer's "Red Book" and shall maintain such "Red Book" listing during the term of this Agreement. Attorney further warrants that the Legal Services shall be performed by skilled and competent personnel to the highest professional standards.

9. Truth in Negotiation. Attorney's execution of this Agreement shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement and no higher than those charged to Attorney's most favored client for the same or substantially similar service.

10. Conflicts of Interest.

(a) Attorney 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 the Legal Services, as provided in the standards set forth in Chapter



112.311, Florida Statutes. Attorney further represents that no person having such a conflicting interest shall be employed by Attorney to perform the Legal Services.

(b) Attorney shall promptly notify the County Attorney in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence Attorney's judgment or quality of the Legal Services. Such written notice shall identify the prospective business association, interest or circumstance and the nature of work that Attorney wants to undertake and shall request the County Attorney's opinion as to whether the association, interest or circumstance would constitute a conflict of interest if entered into by the Attorney. The County Attorney or designee shall advise Attorney in writing as to whether a conflict of interest exists within thirty (30) days after receipt of the notice from Attorney. If, in the opinion of the County Attorney, the prospective business association, interest or circumstance would not constitute a conflict of interest by Attorney, the association, interest, or circumstance shall not be deemed in conflict of interest with respect to the Legal Services.

(c) Attorney agrees that it shall not serve as underwriter's counsel on any County bond issue (excluding County-issued industrial development bonds) during the term of this Agreement.

(d) Attorney further agrees to comply with County PPM #CW-0-052 regarding Attorney conflicts of interest. This PPM is incorporated herein by reference.

11. **Independent Contractor.** Attorney is in the performance of the Legal Services, an independent contractor and not an employee of County. All persons engaged in performing the Legal Services pursuant to this Agreement shall at all times be subject to Attorney's sole discretion, supervision, and control. Attorney shall exercise control over the means and manner in which it and its employees perform the work. Attorney does not have the power or authority to bind County in any promise, agreement or representation other than as specifically provided for in this Agreement.

12. **Solicitation.** Attorney warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Attorney to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Attorney, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

13. **Non-Discrimination.** 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 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.

As a condition of entering into this Contract, the Attorney 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, the Attorney 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 the Attorney retaliate against any person for reporting instances of such discrimination. The Attorney 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. The Attorney 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.

14. **Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be originally filed and later held in Palm Beach County. No remedy herein conferred upon the parties is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. The parties agree that time is of the essence in the performance of all obligations hereunder. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof.

15. **Notices.** All written notices required in this Agreement shall be sent by certified mail, return receipt requested.

If sent to County, the notice shall be mailed to:

County Attorney  
Palm Beach County  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

If sent to Attorney, the notice shall be mailed to:

Stephen D. Sanford  
Greenberg Traurig, P.A.  
777 South Flagler Drive  
Suite 300 East  
West Palm Beach, Florida 33401

16. **Effective Date.** This Agreement shall be effective as of October 1, 2022 and shall terminate on September 30, 2025, unless terminated earlier in accordance with Section 4 above. This Agreement may be renewed for one (1) additional three (3) year term at the County's option.

17. **Non-Appropriations.** The County's performance and obligation to pay under this Agreement beyond the current fiscal year is contingent upon an annual appropriation by the County's Board of County Commissioners.

18. **Public Entity Crimes.** As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereto, Attorney 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).

19. **Subcontracting.** County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. Attorney is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If Attorney uses any subcontractors in performing this Agreement, the following provisions shall apply: If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, Attorney shall promptly do so, subject to acceptance of the new subcontractor by the County.

20. **No Third Party Beneficiaries.** No provision of this Agreement 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 Agreement, including but not limited to any citizen or employee of the County and/or Attorney.

21. **Scrutinized Companies.** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Attorney 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 Attorney 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.

22. **Public Records.** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Attorney: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Attorney shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Attorney is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. 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. The Attorney 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.

C. 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 the Attorney does not transfer the records to the public agency.

D. Upon completion of the Contract the Attorney shall transfer, at no cost to the County, all public records in possession of the Attorney unless notified by County's representative/liason, 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 the Attorney transfers all public records to the County upon completion of the Contract, the Attorney shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Attorney keeps and maintains public records upon completion of the Contract, the Attorney shall meet all applicable requirements for retaining public records. All records stored electronically by the Attorney 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.

Failure of the Attorney 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. Attorney 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 THE ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATTORNEY'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.**

23. **E-Verify Employment Eligibility.** Attorney warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Attorney's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Attorney shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Attorney shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Attorney has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Attorney's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Attorney to terminate its contract with the subconsultant and Attorney shall immediately terminate its contract with the subconsultant. If County terminates this Agreement pursuant to the above, Attorney shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the

event of such contract termination, Attorney shall also be liable for any additional costs incurred by County as a result of the termination.

24. **Entire Agreement.** The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force and effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ATTEST:

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

Joseph Abruzzo,  
Clerk & Comptroller

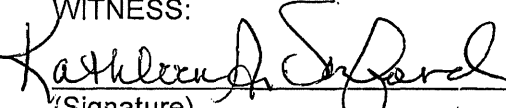
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor Robert S. Weinroth

APPROVED AS  
LEGAL SUFFICIENCY

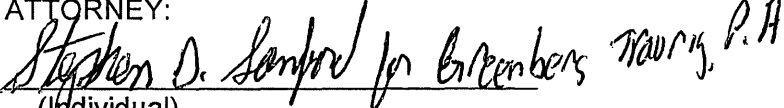
  
\_\_\_\_\_  
County Attorney

WITNESS:

  
\_\_\_\_\_  
(Signature)

KATHLEEN A. SANFORD  
\_\_\_\_\_  
Name (Type or Print)

ATTORNEY:

  
\_\_\_\_\_  
(Individual)

STEPHEN D. SANFORD  
\_\_\_\_\_  
Name (Type or Print)

share holder  
\_\_\_\_\_  
Title

(corporate seal)

EXHIBIT "A"

SIZE OF ISSUE	GENERAL OBLIGATION BONDS OR NOTES		COUNTY ISSUE FIXED RATE REVENUE BONDS OR NOTES		COUNTY ISSUE VARIABLE RATE REVENUE BONDS OR NOTES		GENERAL OBLIGATION REFUNDING BONDS OR NOTES		REFUNDING COUNTY REVENUE BONDS OR NOTES		LEASE-PURCHASE BONDS OR CERTIFICATES OF PARTICIPATION	
	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE
First \$ 25,000,000	\$1.20	\$30,000	\$1.40	\$35,000	\$1.60	\$40,000	\$1.45	\$36,250	\$1.70	\$42,500	\$1.70	\$42,500
Second \$ 25,000,000	\$0.80	\$20,000	\$1.00	\$25,000	\$1.40	\$35,000	\$1.00	\$25,000	\$1.20	\$30,000	\$1.20	\$30,000
Third \$ 25,000,000	\$0.60	\$15,000	\$0.70	\$17,500	\$1.00	\$25,000	\$0.70	\$17,500	\$0.80	\$20,000	\$0.90	\$22,500
Fourth \$ 25,000,000	\$0.30	\$ 7,500	\$0.50	\$12,500	\$0.75	\$18,750	\$0.40	\$10,000	\$0.60	\$15,000	\$0.60	\$15,000
Fifth \$ 25,000,000	\$0.15	\$ 3,750	\$0.25	\$ 6,250	\$0.30	\$ 7,500	\$0.20	\$ 5,000	\$0.30	\$ 7,500	\$0.30	\$ 7,500
Sixth \$ 25,000,000	\$0.10	\$ 2,500	\$0.10	\$ 2,500	\$0.10	\$ 2,500	\$0.10	\$ 2,500	\$0.10	\$ 2,500	\$0.10	\$ 2,500
Anything Above \$150,000,000	\$0.10	\$ _____	\$0.10	\$ _____	\$0.10	\$ _____	\$0.10	\$ _____	\$0.10	\$ _____	\$0.10	\$ _____



**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND LOCKE LORD, LLP FOR DISCLOSURE COUNSEL  
AND RELATED LEGAL SERVICES**

**This Agreement** is made and entered into on \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County"), and the law firm of **Locke Lord, LLP**, located at 777 South Flagler Drive, Suite 215 East Tower, West Palm Beach, Florida 33401, Federal Tax I. D. Number 74-1164324, ("Attorney").

In consideration of the mutual covenants and agreements expressed in this Agreement, County and Attorney agree as follows:

1. **Engagement.** County agrees to engage Attorney to provide disclosure counsel services and for such other legal services outside the usual scope of disclosure counsel services as may be requested from time to time by the County Attorney or designee (the "Legal Services").

2. **Compensation.**

(a) Upon Attorney's appointment to act as disclosure counsel for a particular County financing, County agrees to compensate Attorney for such Legal Services at 50% of the bond counsel fee schedule set forth as Exhibit "A" to this Agreement.

(b) For Legal Services requested by the County Attorney which are outside the usual scope of services provided by disclosure counsel or which are unrelated to a financing for which Attorney has been appointed disclosure counsel, County agrees to compensate Attorney at \$200 per hour. Requested formal opinions provided by Attorney may be compensated on a "flat fee" basis for such opinions. Fees for Legal Services under this subsection (b) shall be paid as agreed to in writing by Attorney and the County Attorney or designee.

3. **Expenses and Costs.**

(a) County also agrees to reimburse Attorney for its reasonable and necessary expenses and costs incurred during the course of providing the Legal Services, except when acting as conduit bond counsel to the County, where the applicant will be responsible for reimbursements. The expenses and costs may include, but are not limited to, out-of-pocket expenses for express mail, long-distance telephone charges, postage, printing and photocopying.

(b) All requests for payment of expenses eligible for reimbursement under this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Clerk & Comptroller's Finance Department. Such documentation shall be sufficient to establish that the expense was

actually incurred and necessary in the performance of the Legal Services. Long-distance telephone calls shall identify the person(s) called, purpose of call, time and cost. Photocopying or printing charges shall give a general description of documents copied or printed and the rate charged. Mileage charges shall identify the destination, numbers of miles, rate, and purpose of travel. Any out-of-county travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement shall be approved in writing by the County Attorney or designee, in advance, and paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

(c) Attorney shall maintain adequate records to justify all its charges, expenses and costs of performing the Legal Services for at least five (5) years after termination of this Agreement. County shall have access to such books, records and documents as required for the purpose of inspection or audit during Attorney's normal business hours, at County's expense, upon reasonable written notice.

(d) No reimbursement will be made for travel expenses incurred by Attorney when the destination is Palm Beach County without the prior written authorization of the County Attorney or designee.

4. **Termination and Assignment.**

(a) This Agreement may be terminated by County upon written notice to Attorney, effective upon Attorney's receipt of the notice. This Agreement may be terminated by Attorney upon sixty (60) days written notice to County. Upon termination, Attorney shall transfer all work in progress, completed work, and other materials related to the Legal Services to County.

(b) Neither this Agreement nor any rights and responsibilities hereunder may be assigned, in whole or in part, by Attorney without County's prior written consent.

5. **Reports, Confidentiality, Public Records and Inspector General.**

(a) Attorney shall provide periodic status reports, either oral or in writing, as requested by the County Attorney or designee.

(b) Attorney shall deliver to County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for County in the course of providing the Legal Services.

(c) All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by County or at its expense shall be kept confidential by Attorney and shall not be disclosed to any other party, directly or indirectly except as provided in subsection (e), without County's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction. All drawings, maps and sketches, and other data

developed or purchased under this Agreement or at County's expense shall be and remain County's property and may be reproduced and reused at the discretion of County.

(d) Attorney shall comply with the provisions of Chapter 119, Florida Statutes and all other legal public records requirements.

(e) Palm Beach County has established the Office of the Inspector General as contained in the Palm Beach County Code, Sections 2-421 – 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, account and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Attorney, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-241 – 2-440, and punished to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

## 6. Insurance.

The Attorney shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by Attorney, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Attorney under the Contract. Attorney agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. Commercial General Liability: Attorney shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

B. Workers' Compensation Insurance & Employer's Liability: Attorney shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

C. Professional Liability: Attorney shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of Attorney's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Attorney warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Attorney shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Attorney of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. Waiver of Subrogation: Except where prohibited by law, Attorney hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Attorney shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Attorney enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the Attorney shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o County Attorney  
Palm Beach County  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

F. Right to Revise or Reject: 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, coverage, or endorsements.

7. Indemnification. Attorney shall indemnify, hold harmless and defend the County, its agents, servants, and employees from and against any and all claims, liability, losses and/or causes of actions (including attorney's fees) which may arise by virtue of any intentional or negligent act or omission of Attorney in the performance of the Legal Services.

8. Performance Qualifications. Attorney represents that it has, or will secure at its own expense, all necessary personnel required to perform the Legal Services. Such personnel shall not be employees of or have any contractual relationship with County. The Legal Services shall be performed by Attorney or under its supervision. All personnel engaged in performing the Legal Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Specifically, all lawyers performing the Legal Services must be members in good standing of The Florida Bar. Attorney must obtain prior written approval from the County Attorney or designee prior to permitting a lawyer who is not a member in good standing of The Florida Bar to perform any of the Legal Services hereunder. Attorney warrants that it is listed as qualified bond counsel in the Municipal Bond Buyer's "Red Book" and shall maintain such "Red Book" listing during the term of this Agreement. Attorney further warrants that the Legal Services shall be performed by skilled and competent personnel to the highest professional standards.

9. Truth in Negotiation. Attorney's execution of this Agreement shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement and no higher than those charged to Attorney's most favored client for the same or substantially similar service.

10. Conflicts of Interest.

(a) Attorney 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 the Legal Services, as provided in the standards set forth in Chapter 112.311, Florida Statutes. Attorney further represents that no person having such a conflicting interest shall be employed by Attorney to perform the Legal Services.

(b) Attorney shall promptly notify the County Attorney in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence Attorney's judgment or quality of the Legal Services. Such written notice shall identify the prospective business association, interest or circumstance and the nature of work that Attorney wants to

undertake and shall request the County Attorney's opinion as to whether the association, interest or circumstance would constitute a conflict of interest if entered into by the Attorney. The County Attorney or designee shall advise Attorney in writing as to whether a conflict of interest exists within thirty (30) days after receipt of the notice from Attorney. If, in the opinion of the County Attorney, the prospective business association, interest or circumstance would not constitute a conflict of interest by Attorney, the association, interest, or circumstance shall not be deemed in conflict of interest with respect to the Legal Services.

(c) Attorney agrees that it shall not serve as underwriter's counsel on any County bond issue (excluding County-issued industrial development bonds) during the term of this Agreement.

(d) Attorney further agrees to comply with County PPM #CW-0-052 regarding Attorney conflicts of interest. This PPM is incorporated herein by reference.

11. **Independent Contractor.** Attorney is in the performance of the Legal Services, an independent contractor and not an employee of County. All persons engaged in performing the Legal Services pursuant to this Agreement shall at all times be subject to Attorney's sole discretion, supervision, and control. Attorney shall exercise control over the means and manner in which it and its employees perform the work. Attorney does not have the power or authority to bind County in any promise, agreement or representation other than as specifically provided for in this Agreement.

12. **Solicitation.** Attorney warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Attorney to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Attorney, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

13. **Non-Discrimination.** 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 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.

As a condition of entering into this Contract, the Attorney 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, the Attorney 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 the Attorney retaliate against any person for reporting instances of such discrimination. The Attorney 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. The Attorney 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.

14. **Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be originally filed and later held in Palm Beach County. No remedy herein conferred upon the parties is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. The parties agree that time is of the essence in the performance of all obligations hereunder. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof.

15. **Notices.** All written notices required in this Agreement shall be sent by certified mail, return receipt requested.

If sent to County, the notice shall be mailed to:

County Attorney  
Palm Beach County  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

If sent to Attorney, the notice shall be mailed to:

Richard J. Miller  
777 South Flagler Drive  
Suite 215 East Tower  
West Palm Beach, Florida 33401

16. **Effective Date.** This Agreement shall be effective as of October 1, 2022 and shall terminate on September 30, 2025, unless terminated earlier in accordance with Section 4 above. This Agreement may be renewed for one (1) additional three (3) year term at the County's option.

17. **Non-Appropriations.** The County's performance and obligation to pay under this Agreement beyond the current fiscal year is contingent upon an annual appropriation by the County's Board of County Commissioners.

18. **Public Entity Crimes.** As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereto, Attorney 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).

19. **Subcontracting.** County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. Attorney is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If Attorney uses any subcontractors in performing this Agreement, the following provisions shall apply: If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, Attorney shall promptly do so, subject to acceptance of the new subcontractor by the County.

20. **No Third Party Beneficiaries.** No provision of this Agreement 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 Agreement, including but not limited to any citizen or employee of the County and/or Attorney.

21. **Scrutinized Companies.** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Attorney 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 Attorney 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.

22. **Public Records.** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Attorney: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Attorney shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Attorney is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Contract.



B. 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. The Attorney 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.

C. 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 the Attorney does not transfer the records to the public agency.

D. Upon completion of the Contract the Attorney shall transfer, at no cost to the County, all public records in possession of the Attorney 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 the Attorney transfers all public records to the County upon completion of the Contract, the Attorney shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Attorney keeps and maintains public records upon completion of the Contract, the Attorney shall meet all applicable requirements for retaining public records. All records stored electronically by the Attorney 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.

Failure of the Attorney 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. Attorney 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 THE ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATTORNEY'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.**

23. **E-Verify Employment Eligibility.** Attorney warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1,

2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Attorney's subconsultants performing the duties and obligations of this Agreement are registered with the EVerify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Attorney shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Attorney shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Attorney has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Attorney's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Attorney to terminate its contract with the subconsultant and Attorney shall immediately terminate its contract with the subconsultant. If County terminates this Agreement pursuant to the above, Attorney shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, Attorney shall also be liable for any additional costs incurred by County as a result of the termination.

24. **Entire Agreement.** The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force and effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ATTEST:

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

Joseph Abruzzo,  
Clerk & Comptroller

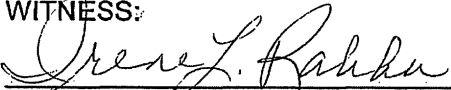
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor Robert S. Weinroth

APPROVED AS  
LEGAL SUFFICIENCY

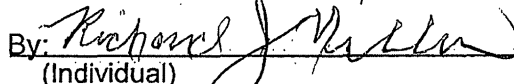
  
\_\_\_\_\_  
County Attorney

WITNESS:

  
\_\_\_\_\_  
(Signature)

Irene L. Rabba  
Name (Type or Print)

ATTORNEY: LOCKE LORD LLP

By:   
\_\_\_\_\_  
(Individual)

Richard J. Miller  
Name (Type or Print)

Of Counsel  
Title

(corporate seal)

EXHIBIT "A"

SIZE OF ISSUE	GENERAL OBLIGATION BONDS OR NOTES		COUNTY ISSUE FIXED RATE REVENUE BONDS OR NOTES		COUNTY ISSUE VARIABLE RATE REVENUE BONDS OR NOTES		GENERAL OBLIGATION REFUNDING BONDS OR NOTES		REFUNDING COUNTY REVENUE BONDS OR NOTES		LEASE-PURCHASE BONDS OR CERTIFICATES OF PARTICIPATION	
	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE
First \$ 25,000,000	\$1.20	\$30,000	\$1.40	\$35,000	\$1.60	\$40,000	\$1.45	\$36,250	\$1.70	\$42,500	\$1.70	\$42,500
Second \$ 25,000,000	\$0.80	\$20,000	\$1.00	\$25,000	\$1.40	\$35,000	\$1.00	\$25,000	\$1.20	\$30,000	\$1.20	\$30,000
Third \$ 25,000,000	\$0.60	\$15,000	\$0.70	\$17,500	\$1.00	\$25,000	\$0.70	\$17,500	\$0.80	\$20,000	\$0.90	\$22,500
Fourth \$ 25,000,000	\$0.30	\$ 7,500	\$0.50	\$12,500	\$0.75	\$18,750	\$0.40	\$10,000	\$0.60	\$15,000	\$0.60	\$15,000
Fifth \$ 25,000,000	\$0.15	\$ 3,750	\$0.25	\$ 6,250	\$0.30	\$ 7,500	\$0.20	\$ 5,000	\$0.30	\$ 7,500	\$0.30	\$ 7,500
Sixth \$ 25,000,000	\$0.10	\$ 2,500	\$0.10	\$ 2,500	\$0.10	\$ 2,500	\$0.10	\$ 2,500	\$0.10	\$ 2,500	\$0.10	\$ 2,500
Anything Above \$150,000,000	\$0.10	\$ _____	\$0.10	\$ _____	\$0.10	\$ _____	\$0.10	\$ _____	\$0.10	\$ _____	\$0.10	\$ _____

**AMENDMENT NO. 2 TO  
AGREEMENT BETWEEN PALM BEACH COUNTY  
AND LOCKE LORD LLP**

**This Amendment No. 2**, dated \_\_\_\_\_, 2022 is to contract R-2016-1105 ("Contract") between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and the law firm of LOCKE LORD LLP, ("Attorney"). Collectively, the County and Attorney are referred to as the "Parties."

**WHEREAS**, on September 13, 2016, the Parties entered into the Contract, under which the Attorney furnishes to the County bond counsel legal services as set forth therein; and

**WHEREAS**, on June 18, 2019, the Parties exercised a renewal option under Section 16 of the Contract to extend the expiration date of the Contract until September 30, 2022; and

**WHEREAS**, pursuant to Section 2(a) of the Contract, Attorney has been appointed to act as bond counsel for the particular County financings identified below ("County Financings") and has performed legal services in connection therewith; and

**WHEREAS**, the Parties wish to formalize Attorney's appointment to continue to act as bond counsel for the County Financings, with the understanding that Attorney shall act as bond counsel for the County Financings notwithstanding that such representations may extend beyond the Contract's expiration date, as contemplated by Section 2(a) of the Contract; and

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated by reference.
2. Pursuant to Section 2(a) of the Contract, the Attorney is formally appointed to continue to act as bond counsel in connection with the County's Housing General Obligation Bond, such continued representation being contingent upon the issuance of said bonds being approved by vote of the electors at the general election to be held in Palm Beach County, Florida on November 8, 2022.
3. Pursuant to Section 2(a) of the Contract, the Attorney is formally appointed to continue to act as bond counsel in connection with the County's Roger Dean Chevrolet Stadium Revenue Bond relating to certain capital expenditures and stadium renovations, such continued

representation being contingent upon said bonds being issued on or before April 30, 2024.

All terms and conditions of the Contract remain in full force and effect and the Contract remains in effect as to the County Financings until completion of the services and compensation is paid to Attorney for said services, notwithstanding said services and/or compensation payments occurring beyond the expiration date of the Contract. Notwithstanding the foregoing, the failure of any of the above contingencies occurring as to any of the particular County Financings shall result in Attorney's termination of its appointment to act as bond counsel on the particular County Financing to which the contingency has not occurred.

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IN WITNESS WHEREOF, the Parties have each caused this Amendment to be executed by its duly authorized officials as of the date first set forth above.

ATTEST:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

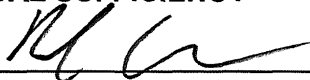
Joseph Abruzzo,  
Clerk & Comptroller

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


By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

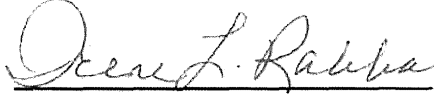
(SEAL)

APPROVED AS TO  
LEGAL SUFFICIENCY

  
\_\_\_\_\_  
County Attorney

LOCKE LORD LLP

By:   
\_\_\_\_\_  
Signature  
Richard J. Miller  
\_\_\_\_\_  
Printed Name  
OF Counsel  
\_\_\_\_\_  
Title

Witness:   
\_\_\_\_\_  
Signature  
Irene L. Rabba  
\_\_\_\_\_  
Printed Name  
Secretary  
\_\_\_\_\_  
Title

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND GREENBERG TRAUIG, P.A. FOR DISCLOSURE COUNSEL  
AND RELATED LEGAL SERVICES**

**This Agreement** is made and entered into on \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County"), and the law firm of **Greenberg Traurig, P.A.**, located at 777 S. Flagler Dr., Suite 300 East, West Palm Beach, Florida 33401, Federal Tax I.D. Number 59-1270754 ("Attorney").

In consideration of the mutual covenants and agreements expressed in this Agreement, County and Attorney agree as follows:

1. **Engagement.** County agrees to engage Attorney to provide disclosure counsel services (the "Legal Services"), for the particular County financings identified below ("County Financings"):

- (a) The County's Housing General Obligation Bond, contingent upon the issuance of said bonds being approved by vote of the electors at the general election to be held in Palm Beach County, Florida on November 8, 2022.

2. **Compensation.**

(a) In exchange for Attorney's appointment to act as disclosure counsel for the County Financings, County agrees to compensate Attorney for such Legal Services at 50% of the bond counsel fee schedule set forth as Exhibit "A" to this Agreement.

(b) For Legal Services requested by the County Attorney which are outside the usual scope of services provided by disclosure counsel or which are unrelated to a financing for which Attorney has been appointed disclosure counsel, County agrees to compensate Attorney at \$200 per hour. Requested formal opinions provided by Attorney may be compensated on a "flat fee" basis for such opinions. Fees for Legal Services under this subsection (b) shall be paid as agreed to in writing by Attorney and the County Attorney or designee.

3. **Expenses and Costs.**

(a) County also agrees to reimburse Attorney for its reasonable and necessary 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 express mail, long-distance telephone charges, postage, printing and photocopying.



(b) All requests for payment of expenses eligible for reimbursement under this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Clerk & Comptroller's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Legal Services. Long-distance telephone calls shall identify the person(s) called, purpose of call, time and cost. Photocopying or printing charges shall give a general description of documents copied or printed and the rate charged. Mileage charges shall identify the destination, numbers of miles, rate, and purpose of travel. Any out-of-county travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement shall be approved in writing by the County Attorney or designee, in advance, and paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

(c) Attorney shall maintain adequate records to justify all its charges, expenses and costs of performing the Legal Services for at least five (5) years after termination of this Agreement. County shall have access to such books, records and documents as required for the purpose of inspection or audit during Attorney's normal business hours, at County's expense, upon reasonable written notice.

(d) No reimbursement will be made for travel expenses incurred by Attorney when the destination is Palm Beach County without the prior written authorization of the County Attorney or designee.

4. **Termination and Assignment.**

(a) This Agreement may be terminated by County upon written notice to Attorney, effective upon Attorney's receipt of the notice. This Agreement may be terminated by Attorney upon sixty (60) days written notice to County. Upon termination, Attorney shall transfer all work in progress, completed work, and other materials related to the Legal Services to County.

(b) Neither this Agreement nor any rights and responsibilities hereunder may be assigned, in whole or in part, by Attorney without County's prior written consent.

5. **Reports, Confidentiality, Public Records and Inspector General.**

(a) Attorney shall provide periodic status reports, either oral or in writing, as requested by the County Attorney or designee.

(b) Attorney shall deliver to County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for County in the course of providing the Legal Services.

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

(d) Attorney shall comply with the provisions of Chapter 119, Florida Statutes and all other legal public records requirements.

(e) Palm Beach County has established the Office of the Inspector General as contained in the Palm Beach County Code, Sections 2-421 – 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, account and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Attorney, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-241 – 2-440, and punished to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

## 6. Insurance.

The Attorney shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by Attorney, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Attorney under the Contract. Attorney agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. Commercial General Liability: Attorney shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an

Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

B. Workers' Compensation Insurance & Employer's Liability: Attorney shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

C. Professional Liability: Attorney shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of Attorney's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Attorney warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Attorney shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Attorney of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. Waiver of Subrogation: Except where prohibited by law, Attorney hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Attorney shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Attorney enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the Attorney shall deliver to the COUNTY or COUNTY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o County Attorney  
Palm Beach County  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

F. Right to Revise or Reject: 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, coverage, or endorsements.

7. **Indemnification.** Attorney shall indemnify, hold harmless and defend the County, its agents, servants, and employees from and against any and all claims, liability, losses and/or causes of actions (including attorney's fees) which may arise by virtue of any intentional or negligent act or omission of Attorney in the performance of the Legal Services.

8. **Performance Qualifications.** Attorney represents that it has, or will secure at its own expense, all necessary personnel required to perform the Legal Services. Such personnel shall not be employees of or have any contractual relationship with County. The Legal Services shall be performed by Attorney or under its supervision. All personnel engaged in performing the Legal Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Specifically, all lawyers performing the Legal Services must be members in good standing of The Florida Bar. Attorney must obtain prior written approval from the County Attorney or designee prior to permitting a lawyer who is not a member in good standing of The Florida Bar to perform any of the Legal Services hereunder. Attorney warrants that it is listed as qualified bond counsel in the Municipal Bond Buyer's "Red Book" and shall maintain such "Red Book" listing during the term of this Agreement. Attorney further warrants that the Legal Services shall be performed by skilled and competent personnel to the highest professional standards.

9. **Truth in Negotiation.** Attorney's execution of this Agreement shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement and no higher than those charged to Attorney's most favored client for the same or substantially similar service.

10. **Conflicts of Interest.**

(a) Attorney 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 the Legal Services, as provided in the standards set forth in Chapter 112.311, Florida Statutes. Attorney further represents that no person having such a conflicting interest shall be employed by Attorney to perform the Legal Services.

(b) Attorney shall promptly notify the County Attorney in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence Attorney's judgment or quality of the Legal Services. Such written notice shall identify the prospective business association, interest or circumstance and the nature of work that Attorney wants to undertake and shall request the County Attorney's opinion as to whether the association, interest or circumstance would constitute a conflict of interest if entered into by the Attorney. The County Attorney or designee shall advise Attorney in writing as to whether a conflict of interest exists within thirty (30) days after receipt of the notice from Attorney. If, in the opinion of the County Attorney, the prospective business association, interest or circumstance would not constitute a conflict of interest by Attorney, the association, interest, or circumstance shall not be deemed in conflict of interest with respect to the Legal Services.

(c) Attorney agrees that it shall not serve as underwriter's counsel on any County bond issue (excluding County-issued industrial development bonds) during the term of this Agreement.

(d) Attorney further agrees to comply with County PPM #CW-0-052 regarding Attorney conflicts of interest. This PPM is incorporated herein by reference.

11. **Independent Contractor.** Attorney is in the performance of the Legal Services, an independent contractor and not an employee of County. All persons engaged in performing the Legal Services pursuant to this Agreement shall at all times be subject to Attorney's sole discretion, supervision, and control. Attorney shall exercise control over the means and manner in which it and its employees perform the work. Attorney does not have the power or authority to bind County in any promise, agreement or representation other than as specifically provided for in this Agreement.

12. **Solicitation.** Attorney warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Attorney to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Attorney, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

13. **Non-Discrimination.** 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 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.

As a condition of entering into this Contract, the Attorney 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, the Attorney 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 the Attorney retaliate against any person for reporting instances of such discrimination. The Attorney 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. The Attorney 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.

14. **Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be originally filed and later held in Palm Beach County. No remedy herein conferred upon the parties is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. The parties agree that time is of the essence in the performance of all obligations hereunder. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof.

15. **Notices.** All written notices required in this Agreement shall be sent by certified mail, return receipt requested.

If sent to County, the notice shall be mailed to:

County Attorney  
Palm Beach County  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

If sent to Attorney, the notice shall be mailed to:

Stephen D. Sanford  
Greenberg Traurig, P.A.  
777 South Flagler Drive

Suite 300 East  
West Palm Beach, Florida 33401

16. **Effective Date.** This Agreement shall be effective as of October 1, 2022 and shall terminate on September 30, 2025, unless terminated earlier in accordance with Section 4 above. This Agreement may be renewed for one (1) additional three (3) year term at the County's option.

17. **Non-Appropriations.** The County's performance and obligation to pay under this Agreement beyond the current fiscal year is contingent upon an annual appropriation by the County's Board of County Commissioners.

18. **Public Entity Crimes.** As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereto, Attorney 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).

19. **Subcontracting.** County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. Attorney is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If Attorney uses any subcontractors in performing this Agreement, the following provisions shall apply: If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, Attorney shall promptly do so, subject to acceptance of the new subcontractor by the County.

20. **No Third Party Beneficiaries.** No provision of this Agreement 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 Agreement, including but not limited to any citizen or employee of the County and/or Attorney.

21. **Scrutinized Companies.** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Attorney 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 Attorney 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.

22. **Public Records.** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Attorney: (i) provides a service; and (ii) acts on

behalf of the County as provided under Section 119.011(2) F.S., the Attorney shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Attorney is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. 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. The Attorney 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.

C. 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 the Attorney does not transfer the records to the public agency.

D. Upon completion of the Contract the Attorney shall transfer, at no cost to the County, all public records in possession of the Attorney 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 the Attorney transfers all public records to the County upon completion of the Contract, the Attorney shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Attorney keeps and maintains public records upon completion of the Contract, the Attorney shall meet all applicable requirements for retaining public records. All records stored electronically by the Attorney 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.

Failure of the Attorney 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. Attorney 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 THE ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATTORNEY'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.**

23. **E-Verify Employment Eligibility.** Attorney warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Attorney's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Attorney shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Attorney shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Attorney has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Attorney's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Attorney to terminate its contract with the subconsultant and Attorney shall immediately terminate its contract with the subconsultant. If County terminates this Agreement pursuant to the above, Attorney shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, Attorney shall also be liable for any additional costs incurred by County as a result of the termination.

24. **Entire Agreement.** The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force and effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties.

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ATTEST:

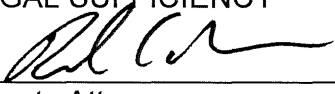
PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

Joseph Abruzzo,  
Clerk & Comptroller

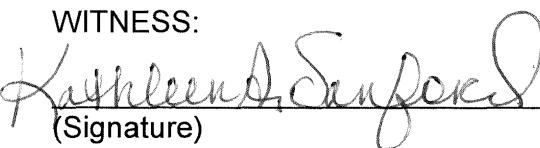
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

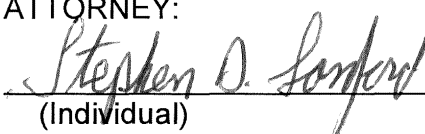
  
\_\_\_\_\_  
County Attorney

WITNESS:

  
\_\_\_\_\_  
(Signature)

Kathleen A. Sanford  
Name (Type or Print)

ATTORNEY:

  
\_\_\_\_\_  
(Individual)

STEPHEN D. SANFORD  
Name (Type or Print)

Shareholder  
Title

(corporate seal)

EXHIBIT "A"

SIZE OF ISSUE	GENERAL OBLIGATION BONDS OR NOTES		COUNTY ISSUE FIXED RATE REVENUE BONDS OR NOTES		COUNTY ISSUE VARIABLE RATE REVENUE BONDS OR NOTES		GENERAL OBLIGATION REFUNDING BONDS OR NOTES		REFUNDING COUNTY REVENUE BONDS OR NOTES		LEASE-PURCHASE BONDS OR CERTIFICATES OF PARTICIPATION	
	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE	PER BOND	MAXIMUM FEE
First \$ 25,000,000	\$1.20	\$30,000	\$1.40	\$35,000	\$1.60	\$40,000	\$1.45	\$36,250	\$1.70	\$42,500	\$1.70	\$42,500
Second \$ 25,000,000	\$0.80	\$20,000	\$1.00	\$25,000	\$1.40	\$35,000	\$1.00	\$25,000	\$1.20	\$30,000	\$1.20	\$30,000
Third \$ 25,000,000	\$0.60	\$15,000	\$0.70	\$17,500	\$1.00	\$25,000	\$0.70	\$17,500	\$0.80	\$20,000	\$0.90	\$22,500
Fourth \$ 25,000,000	\$0.30	\$ 7,500	\$0.50	\$12,500	\$0.75	\$18,750	\$0.40	\$10,000	\$0.60	\$15,000	\$0.60	\$15,000
Fifth \$ 25,000,000	\$0.15	\$ 3,750	\$0.25	\$ 6,250	\$0.30	\$ 7,500	\$0.20	\$ 5,000	\$0.30	\$ 7,500	\$0.30	\$ 7,500
Sixth \$ 25,000,000	\$0.10	\$ 2,500	\$0.10	\$ 2,500	\$0.10	\$ 2,500	\$0.10	\$ 2,500	\$0.10	\$ 2,500	\$0.10	\$ 2,500
Anything Above \$150,000,000	\$0.10	\$ _____	\$0.10	\$ _____	\$0.10	\$ _____	\$0.10	\$ _____	\$0.10	\$ _____	\$0.10	\$ _____