

ATTACHMENT 1

**Amendment No.1 to Legal Services
Contract between Palm Beach County and Barry S. Balmuth, P.A.**

This Amendment No. 1, dated March 10, 2026, to contract (R2023-0271) dated March 14, 2023, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the County and Barry S. Balmuth, P.A., a professional association authorized to do business in the State of Florida, hereinafter referred to as OUTSIDE COUNSEL.

WITNESSETH

WHEREAS, the parties hereto previously entered into a contract for legal services dated March 14, 2023, for representation of the County in litigation of Eminent Doman and inverse condemnation matters, and for various County condemnation projects and claims against the County.

WHEREAS, the contract is set to expire on March 16, 2026; and

WHEREAS, the contract provided for two (2) additional one (1) year options with a capped total contract amount for the three (3) years and each option year to be capped at \$283,333.33;

WHEREAS, the contract provided the hourly rate for the legal services rendered shall increase by five (5) percent for each option year;

WHEREAS, the contract provided the total amount of reimbursable expenses and costs shall not exceed Thirty Thousand Dollars (\$30,000.00), and is included in the not-to-exceed total contract amount, with a cap of of Ten Thousand Dollars (\$10,000.00), included and not in addition to, the total not-to-exceed amount each option year;

WHEREAS, the parties hereto desire to exercise the option to extend the contract for and additional one (1) year term ("Contract");

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. ARTICLE 2- SCHEDULE TERM

The term of this Contract is one (1) year through March 15, 2027, capped at \$283,333.33, for attorney's fees, reasonable expenses, and costs.

2. ARTICLE 3- PAYMENTS TO OUTSIDE COUNSEL

a. The hourly rate, for time reasonably, competently, and actually spent by lawyers, law clerks, and Florida Registered paralegals is:

Barry S. Balmuth, Esq.	\$404.25
Paralegal	\$136.50

o. **Contract Closeout Period.** OUTSIDE COUNSEL shall submit any pending invoice(s) to the County within forty-five (45) business days after the termination or expiration of the Contract in order to close-out the Contract ("Closeout Period"). These invoice(s) shall reflect work required and completed during the contract term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for services provided under the contract. OUTSIDE COUNSEL'S failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to OUTSIDE COUNSEL after the expiration or termination of the Contract.

3. ARTICLE 9 – INSURANCE

d. **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

f. **Certificate(s) of Insurance:** On execution of this Contract, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Contract, OUTSIDE COUNSEL 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 to:

Palm Beach County
c/o Maureen Martinez, Chief Assistant County Attorney
300 North Dixie Highway, Suite 359
West Palm Beach, Florida 33401

4. ARTICLE 11 – INDEMNIFICATION

This article shall survive termination or expiration of this Contract.

5. ARTICLE 20- NONDISCRIMINATION

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 R2025-0748, as may be amended, OUTSIDE COUNSEL warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, OUTSIDE COUNSEL represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, OUTSIDE COUNSEL shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall OUTSIDE COUNSEL retaliate against any person for reporting instances of such discrimination. OUTSIDE COUNSEL shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. OUTSIDE COUNSEL understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County

contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. OUTSIDE COUNSEL shall include this language in its subcontracts.

6. ARTICLE 24 – NOTICE

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

Maureen Martinez, Chief Assistant County Attorney
Palm Beach County Attorney's Office
300 North Dixie Highway, Suite 359
West Palm Beach, Florida 33401

7. ARTICLE 29 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, OUTSIDE COUNSEL certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

8. ARTICLE 30 – HUMAN TRAFFICKING AFFIDAVIT

OUTSIDE COUNSEL warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. OUTSIDE COUNSEL has executed Exhibit A, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

9. Except as specifically modified above, the terms and conditions of the contract dated March 14, 2023, are hereby confirmed and remain in full force and effect.

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

ATTEST:

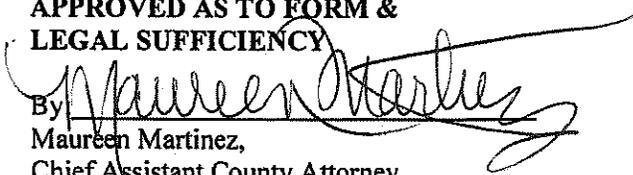
MIKE CARUSO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

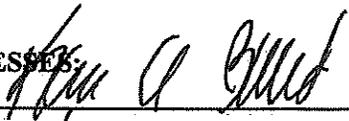
By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

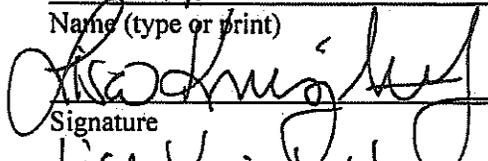
APPROVED AS TO FORM &
LEGAL SUFFICIENCY

By: 
Maureen Martinez,
Chief Assistant County Attorney

WITNESSES:

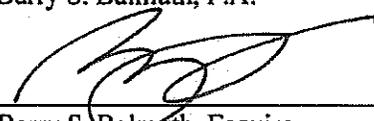

Signature

Karen A. Balmuth
Name (type or print)


Signature

LISA Knightly
Name (type or print)

OUTSIDE COUNSEL:
Barry S. Balmuth, P.A.


Barry S. Balmuth, Esquire

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CONTRACT EXHIBIT A

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Barry S. Balmuth, P. A.
(Consultant) and attest that Consultant does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.



(signature of officer or representative)

Barry S. Balmuth, President
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

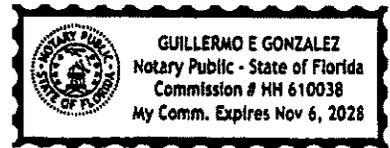
Sworn to and subscribed before me by means of physical presence or online notarization
this, 25TH day of FEBRUARY 2026, by Barry S Balmuth.

Personally known OR produced identification .

Type of identification produced ID - EXP 07/2029



NOTARY PUBLIC
My Commission Expires: NOV 6, 2028
State of Florida at large



(Notary Seal)

R2023 0271

CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
PALM BEACH COUNTY AND BARRY S. BALMUTH, P.A.

THIS CONTRACT is made as of the 14 day of March, 2023, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and BARRY S. BALMUTH, P.A., a professional association authorized to do business in the State of Florida, hereinafter referred to as OUTSIDE COUNSEL, whose Federal Tax ID. is 65-0771481.

WHEREAS, The COUNTY desires to retain OUTSIDE COUNSEL with specialized expertise to provide legal services to the COUNTY on eminent domain and inverse condemnation matters;

WHEREAS, OUTSIDE COUNSEL currently represents the County in several pending Eminent Domain lawsuits, pursuant to an expiring contract;

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

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

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

ARTICLE 1 - LEGAL SERVICES

- a. The above recitals are true and correct and incorporated herein by reference.
- b. The parties hereby agree that OUTSIDE COUNSEL shall represent the COUNTY in the litigation of eminent domain and inverse condemnation matters, for various County condemnation projects and claims against the COUNTY. Barry S. Balmuth, Esquire, will assume primary responsibility on behalf of OUTSIDE COUNSEL for management of the legal services.
- c. It is anticipated that OUTSIDE COUNSEL will attempt, whenever possible, to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of staff experience required by task, and taking other actions to improve efficiency.
- d. OUTSIDE COUNSEL will include attorneys from the Palm Beach County Attorney's Office as second chair in all cases, and matters, and as such they will participate in discovery matters, order of taking hearings, trials, mediations, meetings, etc. as deemed necessary.
- e. OUTSIDE COUNSEL'S responsibility under this Contract is to provide professional/legal services in the area of Eminent Domain/Inverse Condemnation Litigation, including but not limited to: review and draft resolutions; acquisition of property; file lawsuits; obtain orders of taking; prepare and attend hearings and mediations; file and respond to counterclaims, cross claims, third-party claims, and other pleadings and defenses; file discovery requests, discovery responses; pretrial motions; dismissals; file and obtain final judgments; trials and post-trial motions; prepare board items; fees and costs motions and hearings; and provide monthly status reports.

- f. The COUNTY's representative/liaison during the performance of this Contract shall be David Ottey, Esquire; Chief Assistant County Attorney; telephone number (561)355-6357.
- g. OUTSIDE COUNSEL's representative/liaison during the performance of this Contract shall be Barry S. Balmuth, Esquire; telephone number (561)242-9400.

ARTICLE 2 - SCHEDULE TERM

The term of the Contract shall be effective as of March 17, 2023 as approved by the Palm Beach County Board of County Commissioners through March 16, 2026, with two (2) additional one (1) year options, the first of which shall terminate no later than March 15, 2027, and second shall terminate no later than March 14, 2028.

ARTICLE 3 - PAYMENTS TO OUTSIDE COUNSEL

- a. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) for legal services rendered on a per hour basis according to the following hourly rates, for time reasonably, competently, and actually spent by lawyers, law clerks, and Florida Registered paralegals:

i. Barry S. Balmuth, Esq.	\$385.00 per hour
ii. Paralegal	\$130.00 per hour

If the County decides to exercise the options for any of the option years, OUTSIDE COUNSEL shall receive a five (5) % increase on the rates listed above, for each option year.

- b. OUTSIDE COUNSEL understands that its legal services will be capped at Eight Hundred Fifty Thousand Dollars (\$850,000.00) for the three (3) year contract. Should the County exercise the option(s), each year will be capped at an amount not to exceed the cap under the contract shall increase by one third (1/3) of the three (3) year contract amount, or \$283,333.33, for each option year.
- c. OUTSIDE COUNSEL shall notify the COUNTY when the billable fees and costs reach ninety percent (90%) of the not-to-exceed amount provided for herein, or Seven Hundred Sixty-Five Thousand Dollars (\$765,000.00) or as applicable if an option(s) is exercised.
- d. OUTSIDE COUNSEL shall invoice the COUNTY on a monthly basis. The monthly bills shall be submitted to the County Attorney's Office for review and approval prior to payment. The bills shall be itemized to reflect each task performed by OUTSIDE COUNSEL and the actual time spent on each task, using one-tenth of an hour increments.
- e. Invoices received from OUTSIDE COUNSEL pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- f. **Final Invoice** In order for both parties herein to close their books and records, OUTSIDE COUNSEL will clearly state "**final invoice**" on OUTSIDE COUNSEL's final / last billing to the COUNTY. This shall constitute OUTSIDE COUNSEL's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by OUTSIDE COUNSEL.

- g. The COUNTY agrees to reimburse OUTSIDE COUNSEL for reasonable out-of-pocket expenses and costs incurred during the course of providing the legal services. The expenses and costs may include, but are not limited to, out-of-pocket expenses for extraordinary photocopying projects, not-to-exceed fifteen cents (\$.15) per page, courier charges, express mail, long distance telephone charges, postage, and printing. Court filing fees and costs, and previously approved travel shall be itemized and invoiced separately.
- h. The COUNTY shall not be responsible for the cost of any computerized legal research other than the actual billable hourly rate of OUTSIDE COUNSEL.
- i. Fees and costs of experts employed in the course of the litigation and of court reporters and transcripts as well as video recording of depositions are not included in this contract as such experts and court reporters shall enter into a separate agreement with the COUNTY and OUTSIDE COUNSEL shall not be responsible for the payment of same.
- j. The total amount of reimbursable expenses and costs shall not exceed Thirty Thousand Dollars (\$30,000.00). The reimbursable expenses and costs provided for this Article are included in and not in addition to the total not-to-exceed amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00). In no event will OUTSIDE COUNSEL receive more than a total of Eight Hundred Fifty Thousand Dollars (\$850,000.00) under this Contract, regardless of the purpose of the payment. However, should the option be exercised, the option shall include Ten Thousand Dollars (\$10,000.00), for reimbursable expenses and cost, included and not in addition to, the total not-to-exceed amount specified above for OUTSIDE COUNSEL's legal services each option year.
- k. OUTSIDE COUNSEL covenants and agrees that any other type of billing or timekeeping, which allows compensation for the time not actually spent by OUTSIDE COUNSEL, is not permitted under this Contract. Therefore, it shall be a material breach of the terms of this Contract for OUTSIDE COUNSEL or anyone on OUTSIDE COUNSEL's behalf to submit for payment any statement of services rendered that either (i) overstates the amount of time actually spent pursuant to this Contract, or (ii) includes time spent by any person not affiliated with OUTSIDE COUNSEL.
- l. Each statement of costs and fees represents an implied warranty that the statement sets forth only the actual time spent and only the actual costs incurred. The COUNTY may rely on the implied warranty.
- m. All requests for payment of expenses eligible for reimbursement under this Contract shall include legible copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of legal services. Photocopy charges shall give a general description of documents. If duplication of more than ten (10) documents is required, a general description of the category or type of documents copied will be sufficient documentation. Any out-of-county travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Contract, shall be approved by the County Attorney's Office in advance and shall be paid in accordance with Section 112.061, Florida Statutes (2022).
- n. No service, interest, or other similar charge is to be imposed with regard to any item, invoice, or request.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

- a. Signature of this Contract by OUTSIDE COUNSEL shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to

determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged by OUTSIDE COUNSEL's most favored customer for the same or substantially similar service.

- b. The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This COUNTY may terminate this Contract upon written notice to OUTSIDE COUNSEL and termination shall become effective upon receipt of such notice. This Contract may be terminated by OUTSIDE COUNSEL upon ninety (90) days written notice to the COUNTY so long as such termination is consistent with attorney's professional obligations. Unless termination is required under Rule 4-1.16(a) of the Rules Regulating the Florida Bar, before OUTSIDE COUNSEL may terminate the Contract and/or seek to withdraw as counsel of record in any pending litigation being handled pursuant to this Contract, it must return to the COUNTY one-half of all legal fees paid by the COUNTY under the Contract. However, in the event that OUTSIDE COUNSEL notifies the COUNTY of his decision to retire from litigation, OUTSIDE COUNSEL may terminate the Contract and/or seek to withdraw as counsel of record in any pending litigation being handled pursuant to this Contract, upon one hundred and eighty (180) days written notice to the COUNTY. Should OUTSIDE COUNSEL retire from litigation, OUTSIDE COUNSEL will be excused from its obligation to return to the COUNTY one-half of all legal fees paid by the COUNTY under the Contract, providing OUTSIDE COUNSEL does not continue to litigate or commence litigation for a period of not less than three (3) years after the effective date of terminating the CONTRACT and/or seeking to withdraw as counsel. The term "litigation," above, shall not include serving as a mediator in cases being litigated by other attorneys, and OUTSIDE COUNSEL shall still be considered retired for the purposes of this provision if serving as such a mediator.

- a. Upon termination by either party, OUTSIDE COUNSEL shall transfer all work in progress, completed work, and other materials related to the legal services to the COUNTY.
- b. If OUTSIDE COUNSEL terminates this Contract before completion of any pending litigation being handled pursuant to the Contract, it shall not seek, nor be awarded, any work as OUTSIDE COUNSEL for the COUNTY on this or any other matter.

ARTICLE 6 - PERSONNEL

- a. OUTSIDE COUNSEL represents that it has, or will secure at its own expense, all necessary personnel required to perform the legal services as required herein. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.
- b. The legal services shall be performed by Barry S. Balmuth, Esq., or under his direct supervision. OUTSIDE COUNSEL may not substitute lead counsel without prior written authorization from the COUNTY. Such authorization shall be at the sole discretion of the COUNTY.
- c. All personnel engaged in performing the legal services shall be fully qualified and, if required, authorized or permitted under federal, state, and local law to perform such services. OUTSIDE COUNSEL warrants that the legal services shall be performed by skilled and competent personnel to the highest professional standards.

- d. OUTSIDE COUNSEL represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- e. All of the services required herein shall be performed by OUTSIDE COUNSEL or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- f. Any changes or substitutions in OUTSIDE COUNSEL's key personnel must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.
- g. OUTSIDE COUNSEL warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.
- h. All of OUTSIDE COUNSEL's personnel, while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - FEDERAL AND STATE TAX

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

ARTICLE 8 - AVAILABILITY OF FUNDS

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

ARTICLE 9 - INSURANCE

- a. OUTSIDE COUNSEL shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. OUTSIDE COUNSEL shall agree to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by OUTSIDE COUNSEL are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by OUTSIDE COUNSEL under the contract.
- b. **Commercial General Liability** OUTSIDE COUNSEL shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the COUNTY's Risk Management Department. OUTSIDE COUNSEL shall provide this coverage on a primary basis.
- c. **Professional Liability** OUTSIDE COUNSEL shall maintain Professional Liability or equivalent Errors

& Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of OUTSIDE COUNSEL's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, OUTSIDE COUNSEL shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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 life of this Contract, OUTSIDE COUNSEL shall purchase a SERP with a minimum reporting period not less than 3 years. OUTSIDE COUNSEL shall provide this coverage on a primary basis.

- d. **Additional Insured** OUTSIDE COUNSEL shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." OUTSIDE COUNSEL shall provide the Additional Insured endorsements coverage on a primary basis.
- e. **Waiver of Subrogation** OUTSIDE COUNSEL hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then OUTSIDE COUNSEL shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should OUTSIDE COUNSEL enter into such an agreement on a pre-loss basis.
- f. **Certificate(s) of Insurance** Prior to execution of this Contract, OUTSIDE COUNSEL shall deliver to the COUNTY's representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o David Ottey, Chief Assistant County Attorney
300 North Dixie Highway, Suite 359
West Palm Beach, Florida 33401

- g. **Umbrella or Excess Liability** If necessary, OUTSIDE COUNSEL may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- h. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required

policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 10 - INDEMNIFICATION

OUTSIDE COUNSEL shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of OUTSIDE COUNSEL's performance of the terms of this Contract or due to the acts or omissions of OUTSIDE COUNSEL.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

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

ARTICLE 12 - REMEDIES

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

ARTICLE 13 - CONFLICT OF INTEREST

- a. OUTSIDE COUNSEL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. OUTSIDE COUNSEL further represents that no person having any such conflict of interest shall be employed for said performance of services.
- b. OUTSIDE COUNSEL shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence OUTSIDE COUNSEL's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that OUTSIDE COUNSEL may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by OUTSIDE COUNSEL. The COUNTY agrees to notify OUTSIDE COUNSEL of its opinion by certified mail within thirty (30) days of receipt of notification by OUTSIDE COUNSEL. If, in the opinion of the COUNTY, the prospective

business association, interest or circumstance would not constitute a conflict of interest by OUTSIDE COUNSEL, the COUNTY shall so state in the notification and OUTSIDE COUNSEL may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by OUTSIDE COUNSEL under the terms of this Contract.

- c. OUTSIDE COUNSEL further agrees to comply with Palm Beach County PPM #CW-O-052 regarding outside attorney conflicts of interest. Said PPM is incorporated herein by reference and made part of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

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

ARTICLE 15 - ARREARS

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

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2 440, as amended.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 18 - CONTINGENT FEES

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

ARTICLE 19 - ACCESS AND AUDITS

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

ARTICLE 20 - NONDISCRIMINATION

- a. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, OUTSIDE COUNSEL warrants and represents that throughout the term of the Contract,

including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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

ARTICLE 21 - AUTHORITY TO PRACTICE

OUTSIDE COUNSEL hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 - PUBLIC ENTITY CRIMES

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

ARTICLE 24 - NOTICE

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

David Ottey, Chief Assistant County Attorney
Palm Beach County Attorney's Office
300 North Dixie Highway, Suite 359
West Palm Beach, Florida 33401
With copy to:

Morton Rose, P.E., Director, Roadway Production Division
Palm Beach County Engineering & Public Works Department
2300 North Jog Road
West Palm Beach, Florida 33411

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

Barry S. Balmuth, Esq.
2505 Burns Road
Palm Beach Gardens, Florida 33410

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and OUTSIDE COUNSEL agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25-Modifications of Work.

ARTICLE 26 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 27 - SCRUTINIZED COMPANIES

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

been submitted by OUTSIDE COUNSEL, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 28 - PUBLIC RECORDS

- a. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if OUTSIDE COUNSEL: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., OUTSIDE COUNSEL shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. OUTSIDE COUNSEL is specifically required to:
- i. Keep and maintain public records required by the County to perform services as provided under this Contract.
 - ii. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. OUTSIDE COUNSEL further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
 - iii. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if OUTSIDE COUNSEL does not transfer the records to the public agency.
 - iv. Upon completion of the Contract OUTSIDE COUNSEL shall transfer, at no cost to the County, all public records in possession of OUTSIDE COUNSEL unless notified by County's representative/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 OUTSIDE COUNSEL transfers all public records to the County upon completion of the Contract, OUTSIDE COUNSEL shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If OUTSIDE COUNSEL keeps and maintains public records upon completion of the Contract, OUTSIDE COUNSEL shall meet all applicable requirements for retaining public records. All records stored electronically by OUTSIDE COUNSEL must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.
- b. Failure of OUTSIDE COUNSEL to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. OUTSIDE COUNSEL acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

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

AT 561-355-6680.

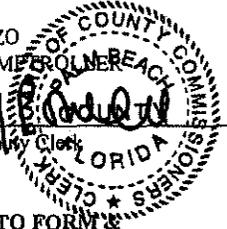
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the COUNTY; and OUTSIDE COUNSEL has hereunto set its hand the day and year above written.

R2023-0271

ATTEST:

JOSEPH ABRUZZO
CLERK AND COMPTROLLER

By: *Joseph Abruzzo*
Deputy Clerk



PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

MAR 14 2023

By: *Gregg A. Weiss*
Gregg A. Weiss, Mayor

APPROVED AS TO FORM &
LEGAL SUFFICIENCY

David Ottey
David Ottey,
Chief Assistant County Attorney

WITNESSES:

Paige Zimmerman
Signature

Paige Zimmerman
Name (type or print)

Clare Montagano
Signature

Clare Montagano
Name (type or print)

OUTSIDE COUNSEL:

Barry S. Balmuth, P.A.
Barry S. Balmuth
Barry S. Balmuth, Esq.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Abacoa Insurance Group - PBG 4500 PGA Blvd, Suite 202 Palm Beach Gardens, FL 33418 Kathleen Betancourt		CONTACT NAME: Kathleen Betancourt PHONE (A/C No. Ext): 305-265-8118 FAX (A/C No.): 305-265-8110 E-MAIL ADDRESS: kathleen.betancourt@acostainsurance.com	
INSURED Barry S Balmuth, PA 2505 Burns Road Palm Beach Gardens, FL 33410		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Atlantic Casualty Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		L144001725-9	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Ded PD pe \$ 250
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is listed as additional insured.

CERTIFICATE HOLDER Palm Beach County Board 301 N Olive Ave, West Palm Beach, FL 33401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kathleen Betancourt
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**LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS**

Agency: 700324 Branch: 912 Policy Number: 652255039 Insurance is provided by Continental Casualty Company,
151 North Franklin Street Chicago IL 60606
A Stock Insurance Company.

1. **NAMED INSURED AND ADDRESS:**
Barry S. Balmuth, P.A.
Oak Center - 2505 Burns Road
Palm Beach Gardens, FL 33410

NOTICE TO POLICYHOLDERS:
This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

2. **POLICY PERIOD:**
Inception: 08/20/2022 Expiration: 08/20/2023
at 12:01 A.M. Standard Time at the address shown above

3. **LIMITS OF LIABILITY:** Each Claim: \$1,000,000
Inclusive of Claims Expenses Aggregate: \$1,000,000

Death or Disability and Non-Practicing Each Claim: \$1,000,000
Extended Reporting Period Limit of Liability: Aggregate: \$1,000,000

4. **DEDUCTIBLES:** Aggregate: \$5,000
Inclusive of Claims Expenses

5. **POLICY PREMIUM:**

Annual Premium:	\$5,363.00
Surcharges/Taxes:	Amount:
Florida Insurance Guaranty Association 2022 Assessment	\$107.26
Total Amount:	\$5,470.26
<i>Includes CNA Risk Control Credit of</i>	\$ 0.00

Includes Lawyers Data Breach and Network Security Premium, see coverage endorsement if applicable

6. **FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**
G-118011-A (Ed. 06/2015), G-118012-AC (Ed. 03/1999), G-118016-ACC (Ed. 12/2011), G-118029-A (Ed. 04/2008),
G-118039-A09 (Ed. 09/2012), G-118065-A09 (Ed. 06/2015)

7. **WHO TO CONTACT:**

To report a claim: CNA -- Claims Reporting P.O. Box 8317 Chicago, IL 60680-8317 Fax: 866-773-7504 / Online: www.cna.com/claims Email: SpecialtyProNewLoss@cna.com Lawyers Claim Reporting Questions: 800-540-0762
--

Authorized Representative 07/18/2022
Date



Continental Casualty Company
151 North Franklin Street
Chicago, IL -60606

LAWYERS PROFESSIONAL LIABILITY POLICY

ATTORNEY SCHEDULE

Policy Number: 652255039

Name of Each Lawyer
Barry S. Balmuth

Named Individual Retroactive Date
Same as Policy Retroactive/Prior Acts Date

ATTYSCH



LAWYERS PROFESSIONAL LIABILITY POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE BOTH FIRST MADE AGAINST AN INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

I. INSURING AGREEMENT

A. Coverage

The **Company** agrees to pay on behalf of the **Insured** all sums in excess of the deductible that the **Insured** shall become legally obligated to pay as **damages** and **claim expenses** because of a **claim** that is both first made against the **Insured** and reported in writing to the **Company** during the **policy period** by reason of an act or omission in the performance of **legal services** by the **Insured** or by any person for whom the **Insured** is legally liable, provided that:

1. no **Insured** gave notice to a **prior insurer** of such **claim** or a **related claim**;
2. no **Insured** gave notice to a **prior insurer** of any such act or omission or **related act or omission**;
3. prior to the date an **Insured** first becomes an **Insured** under this Policy or became an **Insured** under the first policy issued by the **Company** (or its subsidiary or affiliated insurers) to the **Named Insured** or any **predecessor firm**, whichever is earlier, of which this Policy is a renewal or replacement, no such **Insured** had a basis to believe that any such act or omission, or **related act or omission**, might reasonably be expected to be the basis of such **claim**;
4. there is no other policy, whether primary, contributory, excess, contingent or otherwise, which provides insurance to any **Insured** for the **claim** based on or arising out of an act or omission in the performance of **legal services** by such **Insured** or by any person for whom such **Insured** is legally liable while "affiliated" with a firm other than the **Named Insured**. As used herein, "affiliated" includes acting as Of Counsel for a firm other than the **Named Insured**.

B. Defense

The **Company** shall have the right and duty to defend in the **Insured's** name and on the **Insured's** behalf a **claim** covered by this Policy even if any of the allegations of the **claim** are groundless, false or fraudulent. The **Company** shall have the right to appoint counsel and to make such investigation and defense of a **claim** as is deemed necessary by the **Company**. If a **claim** shall be subject to arbitration or mediation, the **Company** shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of an arbitration or mediation proceeding.

C. Settlement

The **Company** shall not settle a **claim** without the written consent of the **Named Insured**.

D. Exhaustion of limits

The **Company** is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the applicable limit of the **Company's** liability has been exhausted by payment of **damages** or **claim expenses** or by any combination thereof or after the **Company** has deposited the remaining available limits of liability into a court of competent jurisdiction. In such case, the **Company** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of said investigation, defense or settlement of the **claim** to the **Insured**.

II. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limit of liability - each claim

Subject to paragraph B. below, the limit of liability of the **Company** for **damages** and **claim expenses** for each **claim** first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount stated in the Declarations for each **claim**.

B. Limit of liability - in the aggregate

G118011A (06-2015)

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The limit of liability of the **Company** for **damages** and **claim expenses** for all **claims** first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount stated in the **Declarations** as the aggregate.

C. **Deductible**

The deductible amount stated in the **Declarations** is the total amount of the **Insured's** liability for all **claims** and applies to the payment of **damages** and **claim expenses** for **claims** first made and reported to the **Company** in writing during the **policy period**. The deductible shall be paid by the **Named Insured**, or upon the **Named Insured's** failure to pay, jointly and severally by all **Insureds**. The limits of liability set forth in the **Declarations** are in addition to and in excess of the deductible.

If a **claim** is based on or arises out of the rendering of eleemosynary (pro bono) **legal services**, no deductible will apply but only where at the time of retention, there was approval by the appropriate committee or lawyer within the **Named Insured** that the matter would be handled without compensation.

D. **Multiple insureds, claims and claimants**

The limits of liability shown in the **Declarations** and subject to the provisions of this Policy is the amount the **Company** will pay as **damages** and **claim expenses** regardless of the number of **Insureds, claims** made or persons or entities making **claims**. If **related claims** are subsequently made against the **Insured** and reported to the **Company**, all such **related claims**, whenever made, shall be considered a single **claim** first made and reported to the **Company** within the **policy period** in which the earliest of the **related claims** was first made and reported to the **Company**.

E. **Supplementary payments**

Payments made under paragraphs 1., 2. and 3. below will not be subject to the deductible. All supplementary payments are in addition to the limits of liability.

1. **Loss of Earnings**

The **Company** will reimburse each **Insured** up to \$500 for loss of earnings for each day or part of a day of such **Insured's** attendance, at the **Company's** written request, at a trial, hearing or other alternative dispute resolution proceeding, including arbitration proceeding or mediation, involving a **claim** against such **Insured**, but in no event shall the amount payable hereunder exceed \$15,000 per **Insured** despite the number of days an **Insured** is in attendance, or the number of trials, hearings or arbitration proceedings that an **Insured** is required to attend. In no event shall the amount payable per **policy period** exceed \$50,000 despite the number of **Insureds** hereunder or the number of such proceedings.

2. **Disciplinary Proceedings**

The **Company** will reimburse the **Named Insured** up to \$50,000 for each **Insured** and all **Insureds** in the aggregate, for attorney fees and other reasonable costs, expenses or fees (the "Disciplinary Fees") paid to third parties (other than an **Insured**) resulting from any one **Disciplinary Proceeding** incurred as the result of a notice of such **Disciplinary Proceeding** both first received by the **Insured** and reported in writing to the **Company** either during the **policy period** or within 60 days after termination of the **policy period**, arising out of an act or omission in the rendering of **legal services** by such **Insured**. Except as set forth below, the amount payable hereunder shall not exceed \$100,000 despite the number of such proceedings.

In the event of a determination of **No Liability** of the **Insured** against whom the **Disciplinary Proceeding** has been brought, the **Company** shall reimburse such **Insured** for **Disciplinary Fees**, including those in excess of the \$50,000 cap set forth above, up to \$100,000. In no event shall the amount payable hereunder exceed \$100,000 despite the number of **Insureds** hereunder or the number of such proceedings.



3. Subpoena Assistance

In the event the **Insured** receives a subpoena for documents or testimony arising out of **legal services** rendered by the **Insured** and the **Insured** would like the **Company's** assistance in responding to the subpoena, the **Insured** may provide the **Company** with a copy of the subpoena and the **Company** will retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony, and to represent the **Insured** at the **Insured's** depositions, provided that:

- a. the subpoena arises out of a civil lawsuit to which the **Insured** is not a party; and
- b. the **Insured** has not been engaged to provide advice or testimony in connection with such lawsuit, nor has the **Insured** provided such advice or testimony in the past.

The **Company** will pay such attorney's legal fees excluding any disbursements. Any notice the **Insured** gives the **Company** of such subpoena shall be deemed notification of a potential **claim** under Section V.A. of this Policy.

4. Crisis Event Expense

The **Company** will reimburse the **Named Insured** up to \$20,000 for **Crisis Event Expenses** that result from a **Crisis Event** first occurring and reported in writing to the **Company** during the **policy period**.

5. Regulatory Inquiry

If, during the **policy period**, a state licensing board, self regulatory body, public oversight board or a governmental agency with the authority to regulate the **Insured's legal services** or any entity acting on behalf of such entities initiates an investigation of the **Insured** arising from an actual or alleged violation of a **privacy breach notice law** or any law referenced under the definition of **privacy injury and identity theft** that occurred in the rendering of **legal services** and which the **Insured** reports to the **Company** in accordance with Section V.A. of this Policy, the **Company** agrees to pay attorney fees, attorney costs and court costs (excluding such attorney fees and costs incurred as a result of services performed by the **Insured**) incurred in responding to the investigation. The maximum amount the **Company** will pay for such attorney fees and costs is \$20,000, regardless of the number of investigations or the number of **Insureds** who are subject to such investigations.

6. Medicare, Medicaid, and SCHIP Extension Act of 2007

Subject to the definition of **damages** set forth in Section III. DEFINITIONS of the Policy, the **Company** will reimburse the **Named Insured** for attorney fees and other reasonable costs or expenses incurred in responding to a demand pursuant to the recovery rights of the Centers for Medicare and Medicaid Services (CMS) under the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA). The maximum amount the **Company** will pay for such attorney fees, costs and expenses is \$25,000 per **policy period**, regardless of the number of such demands or the number of **Insureds** who are subject to such demands.

F. Risk Management Incentives

In the event that a **claim** is eligible for more than one Risk Management Incentive, the **Insured** shall receive the benefit of the highest deductible credit. In no way shall this section be construed to afford more than one Risk Management Incentive per **claim**.

1. Mediation

If mediation of a **claim** takes place either without institution of arbitration proceeding or service of suit or within sixty (60) days of the institution of such proceedings or service of suit, and such **claim** is ultimately resolved for an amount acceptable to the **Insured** and the **Company** by the process of mediation, the **Insured's** deductible, applying to the **claim**, will be reduced by 50%. In no event shall the amount of the deductible waived hereunder exceed \$25,000.

2. Engagement Letters



If the **Insured** utilized an engagement letter in connection with the **legal services** that are the subject of a **claim**, and such **claim** is otherwise covered under the Policy, then the **Insured's** deductible applying to such **claim** will be reduced by 50%, provided that the engagement letter:

- a. includes, at a minimum, the following information:
 - i. a specific description of the scope of **legal services** to be performed by the **Insured**;
 - ii. the identity of all clients for whom the **Insured** agreed to perform such **legal services**;
 - iii. the fee arrangement for such **legal services**; and
 - iv. a description of the **Named Insured's** file retention and destruction policy; and
- b. was signed by all clients identified in such engagement letter prior to the **Insured's** commencement of representation of such clients for the **legal services** described in the engagement letter, but in no event more than thirty (30) days after the commencement of such representation.

In no event shall the amount of the deductible waived hereunder exceed \$25,000.

G. Pre-claims Assistance

Until the date a **claim** is made, the **Company** may pay for all costs or expenses it incurs, at its sole discretion, as a result of investigating a potential **claim** that the **Insured** reports in accordance with Section V. CONDITIONS, Paragraph A, Notice, subparagraph 2, Notice of Potential **Claim**. Such payments are in addition to the limits of liability and not subject to the deductible.

III. DEFINITIONS

The following defined words shall have the same meaning throughout this Policy, whether expressed in the singular or the plural. Wherever appearing in bold print in this Policy:

"Bodily injury" means injury to the body, sickness or disease sustained by any person, including death resulting from such injuries; or mental injury, mental anguish, mental tension, emotional distress, pain or suffering or shock sustained by any person whether or not resulting from injury to the body, sickness, disease or death of any person.

"Claim" means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services arising out of an act or omission, including **personal injury**, in the rendering of or failure to render **legal services**. **"Claim"** also means **privacy claims** and **client network damage claims**.

"Claim expenses" mean:

- A. fees charged by attorneys designated by the **Company** or by the **Insured** with the **Company's** written consent;
- B. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** if incurred by the **Company**, or by the **Insured** with the written consent of the **Company**, including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **Company** to apply for or furnish any such bond;
- C. all costs taxed against an **Insured** in defense of a **claim**; and
- D. all interest on the entire amount of any judgment which accrues after entry of the judgment and before the **Company** has paid that part of the judgment which does not exceed the limits of liability stated in Section II A. above.

Claim expenses with respect to a **claim** will be paid first and payment will reduce the amount available to pay **damages**. **Claim expenses** do not include fees, costs or expenses of employees or officers of the **Company**, other than fees, costs and expenses charged by the **Company's** employed attorneys who may be designated to represent the **Insured**, with the **Insured's** prior consent. Nor shall **claim expenses** include salaries, loss of earnings or other remuneration by or to any **Insured**.

"Client network damage claim" means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services alleging that a **security breach** or **electronic infection** caused **network damage** to a client's **network** in the rendering of **legal services**.

"Company" means the insurance company named in the Declarations.



"Computer virus" means unauthorized computer code that is designed and intended to transmit, infect and propagate itself over one or more **networks**, and cause:

- A. a computer code or programs to perform in an unintended manner;
- B. the deletion or corruption of electronic data or software; or
- C. the disruption or suspension of a **network**.

"Confidential commercial information" means information that has been provided to the **Insured** by another, or created by the **Insured** for another where such information is subject to the terms of a confidentiality agreement or equivalent obligating the **Insured** to protect such information on behalf of another.

"Crisis event" means:

- A. death, departure or debilitating illness of a **Principal Insured**;
- B. dissolution of the **Named Insured**; or
- C. incident of workplace violence;

that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation.

"Crisis event expenses" means reasonable fees, costs and expenses incurred by the **Named Insured** for consulting services provided by a public relations firm to the **Named Insured** in response to a **Crisis Event**.

"Damages" mean judgments, awards and settlements (including pre-judgment interest), provided any settlements are negotiated with the assistance and approval of the **Company**. Notwithstanding anything to the contrary contained herein, **Damages** also include those amounts the court is permitted to impose on a debt collector as set forth in 15USC§1692k(a). **Damages** do not include:

- A. legal fees, costs and expenses paid or incurred or charged by any **Insured**, no matter whether claimed as restitution of specific funds, forfeiture, financial loss, set-off or otherwise, and injuries that are a consequence of any of the foregoing;
- B. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule, including but not limited to awards under 18 U.S.C. §1961, et. seq., Federal Rules of Civil Procedure 11 or 28 U.S.C. §1927 and state statutes, regulations, rules or law so providing, and injuries that are a consequence of any of the foregoing;
- C. punitive or exemplary amounts;
- D. the multiplied portion of multiplied awards;
- E. injunctive or declaratory relief;
- F. any amount for which an **Insured** is absolved from payment by reason of any covenant, agreement or court order.

"Denial of service attack" means an attack executed over one or more **networks** or the **Internet** that is specifically designed and intended to disrupt the operation of a **network** and render a **network** inaccessible to authorized users.

"Disciplinary Proceeding" means any pending matter, including an initial inquiry, before a state or federal licensing board or a peer review committee to investigate charges alleging a violation of any rule of professional conduct in the performance of **legal services**.

"Electronic infection" means the transmission of a **computer virus** to a **network**, including without limitation, such transmission to or from the **Named Insured's network**.

"Electronic information damage" means the destruction, deletion or alteration of any information residing on the **network** of any third party.

"Insured" means the **Named Insured**, **predecessor firm** and the persons or entities described below:

- A. any lawyer (including a government affairs advisor or lobbyist), partnership, professional corporation, professional association, limited liability company or limited liability partnership who is or becomes a partner, officer, director, stockholder-employee, associate, manager, member or **employee** of the **Named Insured** during the **policy period** shown in the Declarations;
- B. any lawyer previously affiliated with the **Named Insured** or a **predecessor firm** as a partner, officer, director, stockholder-employee, associate, manager, member or salaried employee but only for **legal services** performed on behalf of the **Named Insured** or a **predecessor firm** at the time of such affiliation. The term "previously affiliated" as used herein does not include a lawyer who, during the **policy period** and



- while affiliated with the **Named Insured**: a) voluntarily ceases, permanently and totally, the private practice of law; or b) dies or becomes **totally and permanently disabled**. Such an lawyer will be deemed to be an **Insured** under paragraph A. above;
- C. any lawyer, law firm, partnership, professional corporation, professional association, limited liability company or limited liability partnership who acts as Of Counsel to the **Named Insured** or any non-employee independent contractor attorney to the **Named Insured**, but only for **legal services** rendered on behalf of the **Named Insured** and only if a fee inured or, in the event of a contingency fee, would have inured, to the **Named Insured**. No fee need inure to the **Named Insured** where eleemosynary (pro bono) **legal services** are rendered by such Of Counsel **Insured** where at the time of retention, there was approval by the appropriate committee or lawyer within the **Named Insured** that the matter would be handled without compensation. Any lawyer, law firm, partnership, professional corporation, professional association, limited liability company or limited liability partnership who previously qualified as an **Insured** under paragraph A. above, but gave up the position of partner, officer, director, stockholder-employee, associate, manager, member or **employee** to act exclusively as Of Counsel to the **Named Insured**, will be deemed to be an **Insured** under paragraph A. above;
 - D. any person who is a former or current employee, other than an employed lawyer, of the **Named Insured** or any **predecessor firm**, but solely for services performed by such person within the course and scope of their employment by the **Named Insured** or any **predecessor firm** and provided that the services in dispute are **legal services** of the **Named Insured** or any **predecessor firm**;
 - E. the estate, heirs, executors, administrators, assigns and legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would have been provided coverage under this Policy; and
 - F. the spouse or domestic partner of an **Insured**, but only to the extent that such **Insured** is provided coverage under this Policy.

"Internet" means the worldwide public **network** of computers as it currently exists or may be manifested in the future, but **Internet** does not include the **Named Insured's** network.

"Legal services" mean:

- A. those services, including eleemosynary (pro bono) services, performed by an **Insured** for others as a lawyer, arbitrator, mediator, title agent or other neutral fact finder or as a notary public. Any title agency or company, on whose behalf the **Insured** acts as title agent or designated issuing attorney, is not an **Insured** under this Policy;
- B. those services performed by an **Insured** as an administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity and any investment advice given in connection with such services;
- C. those services performed by an **Insured** in the capacity as a member, director or officer of any professional legal association, including any Bar Association and any similar organization or association, its governing board or any of its committees;
- D. those services performed by an **Insured** as an expert witness, provided that such **Insured** was retained to offer expert opinion on issues related to the law, legal procedure or practice, or the legal profession; or
- E. those services performed by an **Insured** as an author or publisher of legal research papers or legal materials or the presenter of legal seminars or materials, but only where such services are performed without compensation or compensation attributable per publication, presentation or seminar is less than \$25,000.

"Named Insured" means the persons and entities designated in the Declarations.

"Network" means a party's local or wide area network owned or operated by or on behalf of or for the benefit of that party; provided, however, **network** shall not include the Internet, telephone company networks, or other public infrastructure network.

"Network Damage" means:

- A. the unscheduled and unplanned inability of an authorized user to gain access to a **network**;
- B. **electronic information damage**; or
- C. the suspension or interruption of any **network**.

"Non-public personal information" means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.



"Personal injury" means an injury arising out of: false arrest, detention, or imprisonment; wrongful entry, or eviction, or other invasion of the right of private occupancy; libel, slander, or other disparaging or defamatory materials; a writing or saying in violation of an individual's right to privacy; malicious prosecution or abuse of process.

"Policy period" means the period of time between the inception date and time shown in the Declarations and the date and time of termination, expiration or cancellation of this Policy.

"Predecessor firm" means any sole proprietorship, partnership, professional corporation, professional association, limited liability corporation or limited liability partnership engaged in **legal services** and:

- A. to whose financial assets and liabilities the firm listed as the **Named Insured** in the Declarations is the majority successor in interest;
- B. of which the **Named Insured** retained 50% or more of the lawyers; or
- C. was previously deemed to be a predecessor firm under the lawyers professional liability policy issued by the **Company** immediately preceding this Policy.

"Principal Insured" means an **Insured** member of the board of managers, director, executive officer, natural person partner, owner of a sole proprietorship, principal, risk manager or in-house general counsel of the **Named Insured**.

"Prior insurer" means an insurer, including the **Company** and any subsidiary or affiliate of the **Company**, who has issued a lawyers professional liability insurance policy that is applicable to a **claim**, such policy having an inception date prior to the **policy period**.

"Privacy breach notice law" means any statute or regulation that requires an entity who is the custodian of **non-public personal information** to provide notice to individuals of any actual or potential privacy breach with respect to such **non-public personal information**. **Privacy breach notice laws** include Sections 1798.29 and 1798.82-1798.84 of the California Civil Code (formerly S.B. 1386) and other similar laws in any jurisdiction.

"Privacy claim" means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services and alleging **privacy injury and identity theft** that occurred in the rendering of **legal services**.

"Privacy injury and identity theft" means:

- A. any unauthorized disclosure of, inability to access, or inaccuracy with respect to, **non-public personal information** in violation of:
 - 1. the **Named Insured's privacy policy**; or
 - 2. any federal, state, foreign or other law, statute or regulation governing the confidentiality, integrity or accessibility of **non-public personal information**, including but not limited, to the Health Insurance Portability and Accountability Act of 1996, Gramm-Leach-Bliley Act, Children's Online Privacy Protection Act, or the EU Data Protection Act.
- B. the **Insured's** failure to prevent **unauthorized access to confidential commercial information**;

"Privacy policy" means the **Named Insured's** policies in written or electronic form that:

- A. govern the collection, dissemination, confidentiality, integrity, accuracy or availability of **non-public personal information**; and
- B. the **Insured** provides to its clients, customers, employees or others who provide the **Insured** with **non-public personal information**.

"No Liability" means that with respect to an **Insured** who is the subject of a **Disciplinary Proceeding**, there is a:

- A. final determination of no liability;
- B. a determination of no further action; or
- C. the matter is abandoned by the disciplinary authority.

In no event shall the term **"No Liability"** apply to a **Disciplinary Proceeding** for which a settlement has occurred.

"Related acts or omissions" mean all acts or omissions in the rendering of **legal services** that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

"Related claims" mean all **claims** arising out of a single act or omission or arising out of **related acts or omissions** in the rendering of **legal services**.



"Security breach" means the failure of the **Named Insured's network** hardware, software, firmware, the function or purpose of which is to:

- A. identify and authenticate parties prior to accessing the **Named Insured's network**;
- B. control access to the **Named Insured's network** and monitor and audit such access;
- C. protect against **computer viruses**;
- D. defend against **denial of service attacks** upon the **Named Insured** or unauthorized use of the **Named Insured's network** to perpetrate a **denial of service attack**; or,
- E. ensure confidentiality, integrity and authenticity of information on the **Named Insured's network**.

"Totally and permanently disabled" means that an **Insured** is so disabled as to be wholly prevented from rendering **legal services** provided that such disability:

- A. has existed continuously for not less than six (6) months; and
- B. is reasonably expected to be continuous and permanent.

"Unauthorized access" means any accessing of information in the **Insured's** care, custody or control by unauthorized persons or by authorized persons accessing or using such information in an unauthorized manner.

Unauthorized access also includes:

- A. theft from the **Insured** of any information storage device used by the **Insured** to:
 - 1. store and retrieve information on the **Insured's network**; or
 - 2. transport information between the **Insured** and authorized recipients;
- B. any unauthorized use by the **Insured** of information in the **Insured's** clients' care, custody or control if accessed by the **Insured** in the course of rendering **legal services**.

IV. EXCLUSIONS

This Policy does not apply:

A. Intentional Acts

to any **claim** based on or arising out of any dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing by an **Insured** except that:

- 1. this exclusion shall not apply to **personal injury**;
- 2. the **Company** shall provide the **Insured** with a defense of such **claim** unless or until the dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of the **Company's** rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against any **Insured**;
- 3. this exclusion will not apply to any **Insured** who is not found to have personally committed the dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing by any trial verdict, court ruling, or regulatory ruling.

B. Bodily Injury/Property Damage

to any **claim** for **bodily injury**, or injury to, or destruction of, any tangible property, including the loss of use resulting therefrom except that this exclusion of **bodily injury** does not apply to mental injury, mental anguish, mental stress, humiliation or emotional distress caused by **personal injury**;

C. Status as Beneficiary or Distributee

to any loss sustained by an **Insured** or **claim** made against an **Insured** as beneficiary or distributee of any trust or estate;

D. Contractual Liability

to any **claim** based on or arising out of an **Insured's** alleged liability under any oral or written contract or agreement, unless such liability would have attached to any **Insured** in the absence of such agreement;

E. Insured vs. Insured



to any **claim** by or on behalf of an **Insured** under this Policy against any other **Insured** hereunder unless such **claim** arises out of **legal services** by an **Insured** rendered to such other **Insured** as a client;

F. Capacity as Director, Officer, Fiduciary

to any **claim** based on or arising out of an **Insured's** capacity as:

1. a former, existing or prospective officer, director, shareholder, partner, manager or member (or any equivalent position) of any entity if such entity is not named in the Declarations; or
2. a trustee of a pension, welfare, profit-sharing, mutual or investment fund or investment trust; or
3. a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto or any other similar state or local law;

except that this exclusion does not apply to a **claim** based on or arising out of an **Insured's** capacity as a member, director or officer of any professional legal association, including any Bar Association and any similar organization or association, its governing board or any of its committees.

G. Capacity as Public Official

to any **claim** based on or arising out of an **Insured's** capacity as a public official or an employee or representative of a governmental body, subdivision or agency unless such **Insured** is deemed as a matter of law to be a public official or employee or representative of such entity solely by virtue of rendering **legal services** to it;

H. Owned Entity

to any **claim** based on or arising out of **legal services** performed, directly or indirectly, for any entity not named in the Declarations, if at the time of the act or omission giving rise to the **claim**, the percentage of ownership interest, direct or indirect, in such entity by any **Insured**, or an accumulation of **Insureds**, exceeded 10%.

V. CONDITIONS

A. Notice

1. Notice of Claims

The **Insured**, as a condition precedent to the obligations of the **Company** under this Policy, shall as soon as reasonably possible after learning of a **claim** give written notice to the **Company** during the **policy period** of such **claim**. The **Company** agrees that the **Insured** may have up to, but not to exceed, sixty (60) days after the Policy expiration to report a **claim** made against the **Insured** during the **policy period** if the reporting of such **claim** is as soon as reasonably possible.

2. Notice of Potential Claims

If during the **policy period** the **Insured** becomes aware of any act or omission that may reasonably be expected to be the basis of a **claim** against the **Insured** and gives written notice to the **Company** of such act or omission and the reasons for anticipating a **claim**, with full particulars, including but not limited to:

- a. the specific act or omission;
- b. the dates and persons involved;
- c. the identity of anticipated or possible claimants;
- d. the circumstances by which the **Insured** first became aware of the possible **claim**,

then any such **claim** that arises out of such reported act or omission and that is subsequently made against the **Insured** and reported to the **Company** shall be deemed to have been made at the time such written notice was given to the **Company**.



B. Reimbursement of the Company

Subject always to the Insured's right to consent to settlement, as set forth in Section I. INSURING AGREEMENT, paragraph C, Settlement, if the Company, in the exercise of its discretion and without any obligation to do so, pays any amount within the amount of the deductible, the Named Insured, or upon the Named Insured's failure to pay, the Insureds, jointly and severally, shall be liable to the Company for any and all such amounts and, upon demand, shall pay such amounts to the Company.

C. Territory

This Policy applies to an act or omission taking place anywhere in the world, provided that the claim is made and suit is brought against the Insured within the United States of America, including its territories, possessions, Puerto Rico or Canada.

D. Other insurance

If there is other insurance that applies to the claim, this insurance shall be excess over such other valid and collectible insurance whether such insurance is stated to be primary, contributory, excess, contingent or otherwise. When there is such other insurance, the Company will pay only its share of the amount of any damages and claim expenses, if any, that exceed the sum of:

1. the total amount that all such other insurance would pay for with respect to such claim in the absence of this insurance; and
2. the total of all deductible and self-insured amounts under all that other insurance.

This paragraph does not apply to any other insurance that was bought specifically to apply in excess of the Limits of Liability shown in the Declarations of this Policy.

When this insurance is excess, the Company will have no duty under this Policy to defend the Insured against any claim if any other insurer has a duty to defend the Insured against that claim. If no other insurer defends, the Company will undertake to do so, but it will be entitled to the Insured's rights against all those other insurers.

E. Assistance and cooperation of the Insured

1. The Insured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving of evidence, obtaining the attendance of witnesses, and the conduct of suits and proceedings in connection with a claim.
2. The Insured shall assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any Insured in connection with a claim.
3. The Insured shall not, except at its own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the consent of the Company.

F. Action against the Company

No action shall lie against the Company by any third party, unless, as a condition precedent thereto:

1. there shall have been full compliance with all the terms of this Policy; and
2. the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against an Insured, nor shall the Company be impleaded by the Insured or his legal representative.



G. Bankruptcy or Insolvency

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder.

H. Subrogation

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery thereof against any person or organization. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and collect upon such rights. The **Insured** shall do nothing to prejudice such rights.

I. Changes

Notice to any of the **Company's** agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this Policy. It also will not prevent the **Company** from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement, signed by the **Company**, issued to form a part of this Policy.

J. Assignment

No assignment of interest of the **Insured** under this Policy shall be valid, unless the written consent of the **Company** is endorsed hereon.

K. Cancellation/ Nonrenewal

1. This Policy may be canceled by the **Named Insured** by returning it to the **Company**. The **Named Insured** may also cancel this Policy by written notice to the **Company** stating at what future date cancellation is to be effective.
2. The **Company** may cancel or non-renew this Policy by written notice to the **Named Insured** at the address last known to the **Company**. The **Company** will provide written notice at least sixty (60) days before cancellation or non-renewal is to be effective. If the **Company** cancels this Policy because the **Insured** has failed to pay a premium when due or has failed to pay amounts in excess of the limit of the **Company's** liability or within the amount of the deductible, this Policy may be canceled by the **Company** by mailing to the **Named Insured** written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The time of surrender of this Policy or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.
3. If the **Company** cancels this Policy, the earned premium shall be computed pro rata. If the **Named Insured** cancels this Policy, the **Company** shall retain the customary short rate proportion of the premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
4. The offering of terms and conditions different from the expiring terms and conditions shall not constitute a refusal to renew.

L. Entire contract

By acceptance of this Policy the **Insured** agrees that:

1. all of the information and statements provided to the **Company** by the **Insured** are true, accurate and complete and shall be deemed to constitute material representations made by all of the **Insureds**;
2. this Policy is issued in reliance upon the **Insured's** representations;
3. this Policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Insured** to the **Company** (all of which are deemed to be incorporated herein) embody all of the agreements existing between the **Insured** and the **Company** and shall constitute the entire contract between the **Insured** and the **Company**; and



4. the misrepresentation of any material matter by the Insured or the Insured's agent will render this Policy null and void and relieve the Company from all liability herein.

M. Named Insured sole agent

The **Named Insured** shall be the sole agent of all **Insureds** hereunder for the purpose of effecting or accepting any notices hereunder, any amendments to or cancellation of this Policy, for the completing of any applications and the making of any statements, representations and warranties, for the payment of any premium and the receipt of any return premium that may become due under this Policy, and the exercising or declining to exercise any right under this Policy.

N. Liberalization

If the **Company** adopts any revision that would broaden coverage under this policy form G-118011-A without additional premium at any time during the **policy period**, the broadened coverage will immediately apply to this Policy except that it will not apply to **claims** that were first made against the **Insured** prior to the effective date of such revision.

O. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the **Company** or its authorized representative. If mailed, the date of mailing of such notice shall be deemed to be the date such notice was given and proof of mailing shall be sufficient proof of notice.

P. Trade and Economic Embargoes

This policy does not provide coverage for **Insureds**, transactions or that part of **damages** or **claims expenses** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

VI. EXTENDED REPORTING PERIODS

As used herein, "**extended reporting period**" means the period of time after the end of the **policy period** for reporting **claims** that are made against the **Insured** during the applicable **extended reporting period** by reason of an act or omission that occurred prior to the end of the **policy period** and is otherwise covered by this Policy.

A. Automatic extended reporting period

If this Policy is canceled or non-renewed by either the **Company** or by the **Named Insured**, the **Company** will provide to the **Named Insured** an automatic, non-cancelable **extended reporting period** starting at the termination of the **policy period** if the **Named Insured** has not obtained another policy of lawyers professional liability insurance within sixty (60) days of the termination of this Policy. This automatic **extended reporting period** will terminate after sixty (60) days.

B. Optional extended reporting period

1. If this Policy is canceled or non-renewed by either the **Company** or by the **Named Insured**, then the **Named Insured** shall have the right to purchase an optional **extended reporting period**. Such right must be exercised by the **Named Insured** within sixty (60) days of the termination of the **policy period** by providing:
 - a. written notice to the **Company**; and
 - b. with the written notice, the amount of additional premium described below.
2. The additional premium for the optional **extended reporting period** shall be based upon the rates for such coverage in effect on the date this Policy was issued or last renewed and shall be for one (1) year at 100% of such premium; two (2) years at 150% of such premium; three (3) years at 175% of such premium; six (6) years at 225% of such premium; or, for an unlimited period at 250% of such premium.
3. The premium for the optional **extended reporting period** is due on its effective date. This optional **extended reporting period** is non-cancelable and the entire premium shall be deemed fully earned at its commencement without any obligation by the **Company** to return any portion thereof.



C. Death or disability extended reporting period

1. If an **Insured** dies or becomes **totally and permanently disabled** during the **policy period**, then upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**, such **Insured** shall be provided with a **death or disability extended reporting period** as provided below.
 - a. In the event of death, such **Insured's** estate, heirs, executors or administrators must, within sixty (60) days of the expiration of the **policy period**, provide the **Company** with written proof of the date of death.
 - b. If an **Insured** becomes **totally and permanently disabled**, such **Insured** or **Insured's** legal guardian must, within sixty (60) days of the expiration of the **policy period**, provide the **Company** with written proof that such **Insured** is **totally and permanently disabled**, including the date the disability commenced, certified by the **Insured's** physician. The **Company** retains the right to contest the certification made by the **Insured's** physician, and it is a condition precedent to this coverage that the **Insured** agree to submit to medical examinations by any physician designated by the **Company** at the **Company's** expense. This **extended reporting period** is provided until such **Insured** shall no longer be **totally or permanently disabled** or until the death of such **Insured** in which case subparagraph a. hereof shall apply.
2. No additional premium will be charged for any death or disability **extended reporting period**.

D. Non-practicing extended reporting period

1. If an **Insured** retires or otherwise voluntarily ceases, permanently and totally, the "private practice of law" during the **policy period** and has been continuously insured by the **Company** for at least three (3) consecutive years, then such **Insured** shall be provided with an **extended reporting period** commencing upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**.
2. This **extended reporting period** is provided until such **Insured** shall resume the "private practice of law" or until the death of such **Insured** in which case subparagraph C.1.a. hereof shall apply.
3. No additional premium will be charged for any non-practicing **extended reporting period**.

As used herein, the "private practice of law" means the practice of law performed by an **Insured** for a fee, including hourly, contingent or lump sum, as a sole practitioner or as a partner, officer, director, stockholder-employee, associate, manager, member or employee, of a law firm, or any agreement to act as an independent contractor or "Of Counsel" to a law firm. "Private practice of law" does not include the practice of law by an **Insured** on an eleemosynary (a pro bono) basis or services performed by an **Insured** solely as a mediator or arbitrator.

E. Extended reporting periods limits of liability and deductibles

1. Automatic and optional **extended reporting periods** limits of liability and deductibles
 - a. Where the **Company** has the right to nonrenew or cancel this Policy, and it exercises that right, then the **Company's** liability for all **claims** reported during the automatic and optional **extended reporting periods** shall be part of and not in addition to the limits of liability for the **policy period** as set forth in the Declarations and Section II.A. and B. of this Policy. The deductible applicable to such **claims** shall be part of and not in addition to the deductible as set forth in the Declarations and Section II.C. of this Policy.
 - b. If this Policy is canceled by the **Named Insured** or if the **Company** offers to renew this Policy, and the **Named Insured** refuses such renewal offer, then the **Company's** liability for all **claims** reported during the automatic and optional **extended reporting periods** shall be reinstated to the limits of liability applicable to this Policy as set forth in the Declarations and Section II.A. and B. of this Policy. The deductible applicable to such **claims** shall be reinstated to an amount equal to the deductible as set forth in the Declarations and Section II.C. of this Policy.
2. Separate death or disability and non-practicing **extended reporting period** limits of liability



a. Limit of Liability - Each "Claim"

Subject to paragraph B. below, the Company's limit of liability for each claim first made against the Insured and reported to the Company during the death or disability extended reporting period or non-practicing extended reporting period shall not exceed the amount stated in the Declarations as the "Each Claim Death or Disability and Non-Practicing extended reporting period limit of liability".

b. Limit of Liability - In the Aggregate

The limit of liability of the Company for all claims first made against the Insured and reported to the Company during the death or disability extended reporting period or non-practicing extended reporting period shall not exceed the amount stated in the Declarations as the "Aggregate Death or Disability and Non-Practicing extended reporting period limit of liability".

c. No Deductible

No deductible shall apply to claims first made against the Insured and reported to the Company during the death or disability extended reporting period or non-practicing extended reporting period.

F. Elimination of right to any extended reporting period

There is no right to any extended reporting period:

1. if the Company shall cancel or refuse to renew this Policy due to:
 - a. non-payment of premiums; or
 - b. non-compliance by an Insured with any of the terms and conditions of this Policy; or
 - c. any misrepresentation or omission in the application for this Policy; or,
2. if during the Policy Period such Insured's right to practice law is revoked, suspended or surrendered at the request of any regulatory authority for reasons other than that the Insured is totally and permanently disabled.

G. Extended reporting period not a new policy

It is understood and agreed that the extended reporting period shall not be construed to be a new policy and any claim submitted during such period shall otherwise be governed by this Policy.

VII. HEADINGS

The descriptions in the headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

IN WITNESS WHEREOF, the Company has caused this Policy to be executed by its Chairman and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the Declarations.

Chairman

Secretary



EACH CLAIM DEDUCTIBLE ENDORSEMENT

In consideration of a premium credit, it is understood and agreed that Item 4 of the Declarations is deleted in its entirety and replaced with the following:

4. DEDUCTIBLE: Each claim: \$5000 (inclusive of claims expenses)

It is further understood and agreed that Section II, LIMITS OF LIABILITY AND DEDUCTIBLE, the first paragraph of letter C. entitled Deductible, is deleted in its entirety and replaced with the following:

C. Deductible - Each Claim

The deductible amount stated in the Declarations for "each claim" applies to each and every claim made against an Insured. It shall be paid by the Named Insured and applies to the payment of damages and claims expenses for claims both first made against the Insured and reported to the Company in writing during the policy period. In the event the Named Insured fails to pay, the deductible shall be paid jointly and severally by all Insureds. The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



RETROACTIVE EXCLUSION CLAUSE ENDORSEMENT

It is understood and agreed that Section I, Insuring Agreement, Paragraph A., Coverage, is amended to include a new subparagraph as follows:

- The act or omission occurred on or after 08/20/1997.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMENDMENT OF TERMINATION PROVISIONS - FLORIDA

It is understood and agreed that Condition K. Cancellation/Nonrenewal is deleted and replaced in its entirety by the following:

K. Cancellation/Nonrenewal

1. Cancellation

- a. This Policy may be canceled by the **Named Insured** by returning it to the **Company**. The **Named Insured** may also cancel this Policy by written notice to the **Company** stating at what future date cancellation is to be effective.
- b. The **Company** may cancel this Policy by mailing, or by delivery of a written notice of cancellation to the **Named Insured** to the mailing address last known to the **Company**. Notice of cancellation will state the reasons for cancellation and the effective date of cancellation. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing. If mailed, proof of mailing shall be sufficient proof of notice.
- c. If this Policy is a new policy and has been in effect for less than 90 days, the **Company** may cancel for any reason by giving notice at least:
 - (1) 10 days before the effective date of cancellation, if the **Company** cancels for nonpayment of premium; or
 - (2) 20 days before the effective date of cancellation, if the **Company** cancels for failure to pay amounts in excess of the limit of the **Company's** liability or within the amount of the deductible or if the **Company** cancels for any other reason, except that the **Company** may cancel immediately if there has been:
 - (a) a material misstatement, misrepresentation or fraud made by the **Named Insured** or with the **Named Insured's** knowledge in obtaining the Policy or in pursuing a **claim** under this Policy; or
 - (b) a failure to comply with the underwriting requirements established by the Insurer.
- d. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy issued by the **Company**, the **Company** may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium; or
 - (2) Material misstatement, misrepresentation or fraud made by the **Named Insured** or with the **Named Insured's** knowledge in obtaining this Policy or in pursuing a **claim** under this Policy; or
 - (3) There has been a substantial change in the risk covered by this Policy; or
 - (4) A failure to comply with underwriting requirements within 90 days of the effective date of coverage; or
 - (5) The cancellation is for all **Insureds** under such Policy for a given class of **Insureds**.
- e. The **Company** will give notice at least:
 - (1) 10 days before the effective date of cancellation, if the **Company** cancels for nonpayment of premium; or
 - (2) 45 days before the effective date, if the **Company** cancels for any other allowable reasons.
- f. If the **Company** cancels this Policy, the earned premium shall be computed pro rata. If the **Named Insured** cancels this Policy, the **Company** shall retain the customary short rate proportion of the premium. The short rate calculation will not be less than 90% of the pro rata unearned premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of



unearned premium is not a condition of cancellation. Unearned premium will be returned to the **Named Insured** within fifteen (15) working days of cancellation.

2. Nonrenewal

- a. If the **Company** elects to nonrenew this Policy, the **Company** will mail, or deliver written notice of nonrenewal, including reasons for nonrenewal, to the **Named Insured** to the mailing address last known to the **Company**, at least 45 days prior to the expiration date of this Policy. Delivery (where permitted by law) or such written notice by the **Company** shall be equivalent to mailing. If mailed, proof of mailing shall be sufficient proof of notice.
- b. The offering of terms and conditions different from the expiring terms and conditions does not constitute a refusal to renew.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



AMENDATORY ENDORSEMENT - FLORIDA

It is understood and agreed that the following special condition is added to the Policy:

Notice: The following telephone number is provided in the event any questions arise regarding this Policy:

1-800-906-9654.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

THIS IS A CLAIMS MADE POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND ANY APPLICABLE EXTENDED REPORTING PERIOD, AS THOSE TERMS ARE DESCRIBED IN THIS POLICY. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

EXCEPT AS OTHERWISE SET FORTH IN THIS POLICY, CLAIM EXPENSES REDUCE THIS POLICY'S LIMITS OF LIABILITY AND ARE SUBJECT TO THE POLICY'S DEDUCTIBLE.

MATURITY:

DURING THE FIRST SEVERAL YEARS OF THE CLAIMS MADE RELATIONSHIP, CLAIMS MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS MADE RELATIONSHIP REACHES MATURITY.

COMPANY: National Union Fire Insurance Company of Pittsburgh, PA		POLICY NUMBER: 045811490-25												
Item 1. Named Insured: Barry S. Balmuth, P.A. 2505 Burns Road Palm Beach Gardens, FL 33410-5204	Item 2. Policy Period: (A) Inception Date: 08/20/2025 (B) Expiration Date: 08/20/2026 <i>Both dates at 12:01 a.m. Standard Time at the address listed in Item 1.</i>													
Item 3. Limits of Liability: (A) \$1,000,000 each Claim (B) \$1,000,000 Aggregate	Item 4. Deductible \$5,000 each Claim													
Item 5. Retroactive Date: 08/20/1997	Item 6. Premium: \$4,945.00 FIGA Assessment Surcharge: \$49.00 Total: \$4,994.00													
Item 7. Notices to Company: <u>Notice of Claim To Be Sent To:</u> AIG Claims C/O OSS PO Box 25947 Shawnee Mission, KS 66225 AttysAdvClaims@aig.com	<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 Phone: 267-459-3233 Fax: 312.381.0875 AffinityLawyersAdmin@aon.com													
Item 8. Endorsements Effective at Inception: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">141781(01/22)</td> <td style="width: 20%;">118477(03/15)</td> <td style="width: 20%;">119914(10/16)</td> <td style="width: 20%;">141772(01/22)</td> <td style="width: 20%;">141787(01/22)</td> </tr> <tr> <td>141825(01/22)</td> <td>74825(01/22)</td> <td>76105(10/18)</td> <td>89644(06/13)</td> <td>91222(09/16)</td> </tr> </table>					141781(01/22)	118477(03/15)	119914(10/16)	141772(01/22)	141787(01/22)	141825(01/22)	74825(01/22)	76105(10/18)	89644(06/13)	91222(09/16)
141781(01/22)	118477(03/15)	119914(10/16)	141772(01/22)	141787(01/22)										
141825(01/22)	74825(01/22)	76105(10/18)	89644(06/13)	91222(09/16)										

The **Company** has caused this policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the **Company**.



Authorized Representative

08/12/2025

Date

Yvonne Wamsley

To: ALL-BCC Department Heads; ALL-BCC Division Heads
Cc: CADM-11th Floor; Agenda Preparation Group

Draft

Good afternoon Department Heads and Division Heads,

Just a friendly reminder related to Agenda Items and our process to ensure timely submission for your items from the initial draft to final approval from County Administration.

The Agenda Submittal Schedule is a great tool to use as a guide as you incorporate timelines within your Department/Division.

This year, the schedule was modified to include submitting your "prelim" items for County Administration approval; not only to allow County Administration adequate time to review/approve but to also assist your Department/Division for packet submission to OFMB due date. Hopefully this has helped in your process.

As noted by County Administrator recently, the goal is to keep the "late" agenda items to a minimum (aka Add/Delete). Keep in mind the following:

- Agenda Items should be first on your list to review/sign/complete
- "late" items are those that are classified as such per PPM CW-O-014:
 - o Unforeseen/emergency situations
 - o Relevant to the health, safety and welfare of PBC residents

Would like to encourage anyone involved with agenda items to register for the Agenda Prep Training Parts 1 & 2. You must complete Part 1 before attending Part 2.

Understanding agenda items are a big component for Palm Beach County and our County Commissioners, I am here to assist in getting your items through the process as quickly as possible and with minimal corrections.

Should you have any questions or need additional assistance, do not hesitate to contact me.

FOR ANY PRELIMINARY AGENDA REQUESTS, PLEASE ALLOW FIVE (5) DAYS FOR REVIEW

Thank you,

Yvonne Wamsley
Agenda Coordinator
Palm Beach County
301 N. Olive Avenue, Ste 1101