

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	August 25, 2026	☒ Consent	☐ Regular
		☐ Ordinance	☐ Public Hearing
Department:	County Attorney		
Submitted By:	County Attorney		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment to Legal Services Agreement (Agreement) between Palm Beach County and Kaplan, Kirsch LLP, increasing the not-to-exceed total agreement amount by \$300,000 for a new total not-to-exceed agreement amount of \$622,500.

Summary: Staff is requesting approval of a Second Amendment with Kaplan, Kirsch LLP. The Agreement was entered into on June 6, 2023 and the First Amendment entered into on September 16, 2025, that renewed the Agreement an additional two (2) years through September 30, 2027 without increasing the original not-to-exceed total agreement amount of \$322,500. There was \$249,253.69 remaining under the Agreement at the time of the renewal. Since the renewal, the County has initiated litigation against the Federal Aviation Administration (FAA) due to the Temporary Flight Restrictions. Kaplan, Kirsch LLP is representing the County in this litigation, which is why an increase in the not-to-exceed total agreement amount is being requested. There is currently no funding remaining under the Agreement with the current litigation still ongoing. Countywide (MWJ)

Background and Justification: On June 6, 2023, the Board of County Commissioners (BCC) approved the Agreement with Kaplan, Kirsch LLP in an amount not to exceed \$300,000 plus \$22,500 for out of pocket expenses for the period August 31, 2023 through September 30, 2025, with two (2) additional two (2) year renewal periods. The First Amendment renewed the Agreement an additional two (2) years through September 30, 2027, but did not increase the not-to-exceed total agreement amount. There remains an additional two (2) year renewal option under the Agreement. Kaplan, Kirsch LLP is a nationally-recognized firm specializing in aviation law and has represented the County in various aviation related matters, including the current litigation regarding the Temporary Flight Restrictions against the FAA. Based on Kaplan, Kirsch’s LLP extensive knowledge of legal issues associated with the County’s Airport System, staff recommends entering into this Second Amendment to increase the total not-to-exceed agreement amount by \$300,000 for a new total not-to-exceed agreement amount of \$622,500.

- Attachments:**
- 1. Second Amendment for Legal Services
 - 2. Legal Services Agreement
 - 3. Budget Availability Statement

Recommended By:		6.24.2026
	COUNTY ATTORNEY	Date
Approved By:	N/A	
	COUNTY ADMINISTRATOR	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	150,000	150,000			
External Revenues					
Program Income					
(County)					
In-Kind Match					
(County)					
NET FISCAL					
IMPACT	150,000	150,000			
# ADDITIONAL FTE					
POSITIONS					
(Cumulative)	0	0			

Is Item Included in Proposed Budget: Yes X No
Is this item using Federal Funds: Yes No X
Is this item using State Funds: Yes No X

Budget Account No:
Fund 4100 Dept 120 Unit 1110 Object 3125

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

Approval of this item authorizes a not-to-exceed amount of \$622,500, which is currently budgeted in the above referenced account, funded by Airports revenue.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Asst Dir 8/3/2026 Handi Mack 8/19/26
OFMB KL 8/3 EW 8/3/26 Contract Development and Control
26 8.19.26

B. Legal Sufficiency:

[Signature] 7/31/26
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

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

THIS SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES (this "Amendment") is made and entered into on this 20th day of August, 2026 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Kaplan Kirsch LLP, hereinafter referred to as "Attorney".

W I T N E S S E T H:

WHEREAS, the parties entered into that certain Agreement for Legal Services dated June 6, 2023 (R2023-0726) ("Agreement") for the provision of legal services to County in the areas of airport and aviation law ("Legal Services"); and

WHEREAS, the parties entered into the First Amendment to the Agreement on September 16, 2025 (R2025-1230), exercising the first option to renew the Agreement to September 30, 2027, with one (1) additional two (2) year renewal option remaining under the Agreement; and

WHEREAS, the Agreement was for an amount not to exceed \$322,500, which included \$300,000 for Legal Services and \$22,500 for out-of-pocket expenses and costs, which was not increased in the First Amendment; and

WHEREAS, the Agreement has \$0 remaining for Legal Services; and

WHEREAS, the parties desire to increase the not to exceed Agreement amount for Legal Services by \$300,000.

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

1. Section 4(a) of the Agreement is hereby amended to read: "County shall pay Attorney for Legal Services rendered on a per hour basis as set forth in Exhibit "A", attached hereto and incorporated herein by reference, a total amount not-to-exceed Six Hundred Thousand Dollars (\$600,000). Monthly bills shall be submitted by Attorney to the County Attorney's office for review and approval prior to payment. Each item shall be set forth separately, specifically describing the work performed, and reflecting the actual time spent on each such matter. Attorney shall bill County for work performed in tenth of an hour increments. Attorney shall notify County when the billable fees and costs reach ninety (90%) percent of the not-to-exceed amount provided for herein. Notification shall be made as soon as practicable and prior to the next monthly invoice."

2. Except as specifically modified herein, all of the terms and conditions of the Agreement, as amended, shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

3. In the event of a conflict between any provision of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

4. This Amendment shall become effective when signed by both the parties and approved

by the Board of County Commissioners.

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

ATTEST:

SHANNON RAMSEY-CHESSMAN
CLERK of the CIRCUIT COURT
& COMPTROLLER AD INTERIM

**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

**APPROVED AS TO
LEGAL SUFFICIENCY**

By: Anne Delgant
County Attorney

WITNESS:

Kristin Crocco
Signature

Kristin Crocco
Print Name

**ATTORNEY:
Kaplan Kirsch LLP**

By: Peter Kirsch
Peter Kirsch, Esq.

Partner

Exhibit A

Peter Kirsch	\$470.00
Partners	\$450.00
Associates	\$350.00
Law Clerks	\$150.00

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

R2023 0726

This Agreement for Legal Services ("Agreement") is made and entered into on this JUN 06 2023 day of _____
2023, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter
referred to as "County", and Kaplan, Kirsch and Rockwell LLP, hereinafter referred to as "Attorney".

WITNESSETH:

WHEREAS, County desires to retain the legal services of Attorney for purposes of providing legal
advice in the area of Aviation Law pertaining to its four (4) Airports; and

WHEREAS, Attorney desires to provide legal services to County; and

WHEREAS hiring Attorney as its Aviation Attorney is in the best of the County.

Now, Therefore, in consideration of the mutual covenants and agreements expressed herein the
parties agree as follows:

1. County hereby retains Attorney for advice, representation, and assistance to the County
Attorney on various legal matters regarding Aviation Law at the County's four (4) Airports, in
which an expert aviation attorney is deemed necessary by the County Attorney, hereinafter
"Legal Services". Attorney shall perform Legal Services as may be requested by the County
Attorney or her designee.
2. The lawyer primarily handling this matter on behalf of Attorney is Peter Kirsch, Esq, who will
be assisted by other partners and associates as needed.
3. When practicable and consistent with Attorney's professional obligations, Attorney shall
coordinate with and give direction to the County Attorney or her designee, so the County
Attorney can provide routine legal services in connection with the case as a cost-savings

ATTACHMENT 2

measure. Routine legal services may include, but is not limited, to providing legal advice and performing legal research regarding Aviation related issues, Board of County Commissioner briefings and meetings.

4. (a) County shall pay Attorney for Legal Services rendered on a per hour basis as set forth in Exhibit "A", attached hereto and incorporated herein by reference, a total amount not-to-exceed Three Hundred Thousand Dollars (\$300,000). Monthly bills shall be submitted by Attorney to the County Attorney's office for review and approval prior to payment. Each item shall be set forth separately, specifically describing the work performed, and reflecting the actual time spent on each such matter. Attorney shall bill County for work performed in tenth of an hour increments. Attorney shall notify County when the billable fees and costs reach ninety (90%) percent of the not-to-exceed amount provided for herein. Notification shall be made as soon as practicable and prior to the next monthly invoice.

(b) It is anticipated that Attorney will attempt whenever possible to achieve cost effectiveness by consolidating hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task and taking other actions to improve efficiency.

(c) Multiple staffing of attorneys at meetings and depositions by Attorney will not be compensated unless prior written approval has been obtained from the County Attorney.
5. (a) County agrees to reimburse Attorney for reasonable out-of-pocket expenses and costs incurred during the course of providing 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. County will only reimburse Attorney out-of-pocket expenses that have previously been approved in writing by the County Attorney's Office.

Court filing fees and costs, witness fees, and previously approved travel shall be itemized and invoiced separately.

(b) County shall not be responsible for the cost of any computerized legal research other than the actual billable hourly rate of Attorney.

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

(d) The total amount of reimbursable out-of-pocket expenses and costs shall not exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500). The reimbursable out-of-pocket expenses and costs provided for in this section are in addition to the total not-to-exceed Agreement amount provided for in section 4(a) of this Agreement.

(e) Attorney covenants and agrees that any other type of billing or timekeeping which allows compensation for the time not actually spent by Attorney is not permitted under this Agreement. Therefore, it shall be a material breach of the terms of this Agreement for Attorney or anyone on Attorney's behalf to submit for payment any statement of services rendered that either (1) overstates the amount of time actually spent pursuant to this Agreement, or (ii) includes time spent by a person not affiliated with Attorney.

(f) Each statement of costs and fees represents an implied warranty that the statement sets forth only the actual time spent and only the actual costs incurred. The County may rely on the implied warranty.

6. All requests for payment of expenses eligible for reimbursement under this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the Legal Services. Photocopy charges shall describe the documents, purpose of duplication and rate charged.

Any out-of-county and related travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement shall be approved by the County Attorney's Office, in advance, and shall be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes, and all applicable policies and procedures established by the Board of County Commissioners.

7. Attorney shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Legal Services for a least five (5) years after termination of this Agreement. County shall have access to such books, records and documents as required in this section for the purpose of inspection and/or audit during normal business hours, at County's expense, upon five (5) days' written notice.
8. This Agreement may be terminated by County upon written notice to Attorney, and termination shall become effective upon receipt of the notice. This Agreement may be terminated by Attorney upon sixty (60) days written notice to County so long as such termination is consistent with Attorney's professional obligations. Upon termination by either party, Attorney shall transfer all work in progress, completed work, and other materials related to the Legal Services to County.
9. (a) Attorney shall provide periodic status reports, either orally or in writing, as requested by the County Attorney or designee.

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

(c) All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by County or at its expense shall be kept confidential by Attorney and shall not be disclosed to any other party, directly or

indirectly without County's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction. All drawing, maps and sketches and other data developed or purchased under this Agreement or at County's expense shall be and remain County's property and may be reproduced and reused solely at the discretion of County.

10. (a) Attorney shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Attorney shall provide 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 Attorney, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Attorney under this Agreement.

(b) Commercial General Liability. Attorney shall maintain Commercial General Liability at a limit of liability not less than \$500,000.00 Each Occurrence. The County shall be named Additional Insured under Attorney's Commercial General Liability Policy. Attorney shall provide this coverage on a primary basis.

(c) Business Automobile Liability. Attorney shall maintain Business Automobile Liability at a limit of liability not less than \$500,000.00 Each Accident for all owned, non-owned and hired automobiles. In the event Attorney does not own any automobiles, the Business Automobile Liability requirement shall be amended allowing Attorney to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. Attorney shall provide this coverage on a primary basis.

(d) Workers' Compensation Insurance & Employers Liability. Attorney shall maintain Workers' Compensation & Employers Liability in accordance with Florida Statute, Chapter 440. Attorney shall provide this coverage on a primary basis.

(e) Professional Liability. Attorney shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$25,000.00, County reserves the right, but not obligation, to review and request a copy of Attorney's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Attorney shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. 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. Attorney shall provide this coverage on a primary basis.

(f) Additional Insured. Attorney 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." Attorney shall provide the Additional Insured endorsements coverage on a primary basis.

(g) Waiver of Subrogation. Attorney hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement to the policy, then Attorney shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery

Against Others, or its equivalent. The Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should Attorney enter into such a contract on a pre-loss basis.

(h) Certificate(s) of Insurance. Prior to execution of this Contract, Attorney shall deliver to the County's representative a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
c/o Palm Beach County Attorney's Office
300 North Dixie Highway, Suite 359
West Palm Beach, FL 33401
Attn: Anne Helfant, Esq.

(i) Umbrella or Excess Liability. If necessary, Attorney may satisfy the minimum limits required above for either 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(s) of Insurance notes the Umbrella or Excess Liability provides coverages on a "Follow-Form" basis.

(j) Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. 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.

11. Attorney shall indemnify, hold harmless and defend County, its agents, servants and employees from and against any and all claims, liability, losses and causes of actions which may arise by virtue of any intentional or negligent act or omission of Attorney or any agent, member, partner associate or employee thereof in the performance of the Legal Services.
12. Attorney 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 County. The Legal Services shall be performed by Attorney or under its supervision and all personnel engaged in performing the Legal Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Attorney warrants that the Legal Services shall be performed by skilled and competent personnel to the highest professional standards.
13. Attorney's signature on this Agreement shall act as the execution of a truth in negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for this Agreement are accurate, complete and current as of the date of this Agreement.
14. (a) Attorney represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Legal Services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. Attorney further represents that no person having such a conflicting interest shall be employed by Attorney to perform the Legal Services.

(b) Attorney shall promptly notify County in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence

or appear to influence Attorney's judgement or quality of the Legal Services. The notice shall identify the prospective business association, interest or circumstance and the nature of the work that Attorney wants to undertake and request County's opinion as to whether the association, interest or circumstance would, in the opinion of County, constitute a conflict of interest if entered into by Attorney. County agrees to notify Attorney of its opinion within thirty (30) days of receipt of notification by Attorney. If, in the opinion of County, prospective business association, interest or circumstance would not constitute a conflict of interest by Attorney, County shall so state in its opinion, and the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Legal Services. Attorney further agrees to comply with Palm Beach County PPM #CW-O-052 regarding outside counsel conflicts of interest.

15. Attorney is, and shall be, in the performance of the Legal Services, an independent contractor and not an employee of County. All persons engaged in the Legal Services performed by Attorney pursuant to this Agreement, shall at all times, and in all places, be subject to Attorney's sole discretion, supervision and control. Attorney shall exercise control over the means and manner in which it and its employees perform the work. Attorney does not have the power or authority to bind County in any promise, agreement or representation other than as specifically provided for in this Agreement.
16. Attorney warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Attorney, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Attorney, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

17. 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, Attorney warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of this Agreement. As a condition of entering into this Agreement, Attorney represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, Attorney shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Attorney retaliate against any person for reporting instances of such discrimination. Attorney shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. Attorney understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, 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. Attorney shall include this language in its subcontracts.

18. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be originally filed and later held in Palm Beach County. No remedy herein conferred upon the parties is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof.
19. All written notices required in this Agreement shall be sent by certified mail, return receipt request. If sent to County, the notice shall be mailed to:
- County Attorney
Palm Beach County
301 North Olive Avenue, Suite 601
West Palm Beach, Florida, 33401
ATTN: Anne Helfant, Esq
- If sent to Attorney, the notice shall be mailed to:
- Kaplan Kirsch & Rockwell, LLP
1675 Broadway, Suite 2300
ATTN: Peter Kirsch, Esq
20. The forgoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties hereto.
21. All exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.
22. No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this

Agreement, including, but not limited to any citizen or employees of the County and/or Attorney.

23. 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 Attorney, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-241 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
24. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions, to persons or circumstances other than as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
25. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Attorney: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Attorney shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Attorney is specifically required to:

(a) Keep and maintain public records required by the County to perform services as provided under this Agreement.

(b) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Attorney further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

(c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement, if the Attorney does not transfer the records of the public agency.

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

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

IF ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATTORNEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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 EMAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

26. This Agreement shall become effective August 31, 2023, and shall apply to Legal Services performed after the effective date of this Agreement. This Agreement shall terminate on September 30, 2025, unless renewed by County. At the sole option of County, this Agreement may be renewed by County upon no less than thirty (30) days written notice to Attorney prior to the then current term for up to two (2) additional two (2) year periods upon the same price, terms and conditions as set forth herein.

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

newly hired workers.

Attorney shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Attorney shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. County shall terminate this Agreement if it has a good faith belief that Attorney has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Attorney's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Attorney to terminate its contract with the subcontractor and Attorney shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, Attorney shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, Attorney shall also be liable for any additional costs incurred by County as a result of the termination.

The remainder of this page is intentionally left blank.

In Witness Whereof, the parties hereto have duly executed this Agreement on the day and year first above written

R2023 0726 JUN 06 2023
PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

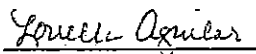
ATTEST:
JOSEPH ABRUZZO
Clerk & Comptroller




Gregg K. Weiss, Mayor

APPROVED AS TO FORM & LEGAL SUFFICENCY


County Attorney

WITNESS:
By: 
Louella Aguilar

By: 
Dorine Gesimba

ATTORNEY:
Kaplan Kirsch & Rockwell LLP

By: 
Peter Kirsch, Esq

Exhibit A

Peter Kirsch	\$470.00
Partners	\$450.00
Associates	\$350.00
Law Clerks	\$150.00



DATE: July 17, 2026

TO: Anne Helfant
Senior Assistant County Attorney

FROM: Debbie Duncanson
Director of Airport Finance & Administration

RE: Legal Services with Kaplan Kirsch LLP

SOURCE OF FUNDING: (Check all that apply)

- ☐ FAA Grant No.:
- ☐ FDOT Grant No.:
- ☐ PFC Application No.:
- ☒ Airport Revenues/Local Funds
- ☐ Other: _____

Please be advised that funds are available in the amount of \$ 300,000 in account #

FUND: 4100 DEPT: 120 UNIT: 1110 OBJ: 3125 SUBOBJ: _____ for Legal Services

with Kaplan Kirsch LLP.

07/17/2026

Debbie Duncanson

(Dated)

ATTACHMENT 3