Agenda Item #: 3D-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 10, 2026 | **[X] Consent** | **[ ] Regular** | **[ ] Workshop** | **[ ] Public Hearing**

Department: County Attorney

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to receive and file:** the following Contracts for Professional Legal Services between Palm Beach County (County) and outside counsel, executed by the County Attorney pursuant to delegated authority:

A) Contract for Professional Legal Services with Fowler White Burnett, P.A., dated September 17, 2026, for legal services relating to economic development loan closing services and related services in an amount not to exceed $50,000, which was executed under Section 305.04 of the Palm Beach County Administrative Code; and

B) Engagement letter dated February 18, 2026, executed pursuant to Section 2(b) of the Agreement between Palm Beach County and Troutman Pepper Locke LLP (formerly Locke Lord, LLP) dated July 12, 2022, in the amount of $60,000, for services rendered in connection with the naming rights and license agreement for Donald J. Trump International Airport.

Summary: In accordance with PPM CW-F-049, contracts that have been delegated authority to be submitted by the initiating department to the Board of County Commissioners (BCC) as a receive and file agenda item. The Contract with Fowler White Burnett, P.A. was executed pursuant to delegated authority under Section 305.04 of the Palm Beach County Administrative Code. The Engagement Letter with Troutman Pepper Locke LLP was executed pursuant to delegated authority under Section 2(b) of the agreement with the firm dated July 12, 2022. Both are being presented as receive and file agenda items. Countywide (DB).

Background and Justification: The agreements are being presented as receive and file items pursuant to PPM CW-F-049.

Attachments:

1. Contract for Professional Legal Services with Fowler White Burnett, P.A.
2. Engagement Letter with Troutman Pepper Locke LLP
3. Agreement between the County and Troutman Pepper Locke LLP (formerly Locke Lord LLP)
4. Budget Availability Statements

Recommended by: _____ 10.7.2026
County Attorney **Date**

Approved by: _____ 10-21-26
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures	$110,000				
Operating Costs	- 0 -				
External Revenues	- 0 -				
Program Income (County)	- 0 -				
In-Kind Match (County)	- 0				
NET FISCAL IMPACT	$110,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No ___
Does this item include the use of federal funds? Yes ___ No X
Does this item include the use of state funds? Yes ___ No X

Budget Account No.: (A) Fund 1539 Dept 143 Unit 2102 Object 3125
Budget Account No.: (B) Fund 4100 Dept 120 Unit 1547 Object 3125

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Loan closings and related services by Fowler White Burnett P.A. is funded from 1539-143-2102-3125
Services related to the naming rights and license agreement for Donald J. Trump International Airport is funded from 4100-120-1547-3125

C. Departmental Fiscal Review: _____

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

_____ 10/8/2026
OFMB GW 10-6-26

_____ 10/19/26
Contract Development and Control ZG 10/19/26

B. Legal Sufficiency:

_____ 10/2/26
Assistant County Attorney

C. Other Department Review:

_____
Department Director

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

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

This Contract is made as of this 17th day of September, 2026, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and **Fowler White Burnett, P.A.,** a Florida corporation authorized to do business in the State of Florida, hereinafter referred to as the OUTSIDE COUNSEL or ATTORNEY.

In consideration of the mutual promises contained herein, the COUNTY and the OUTSIDE COUNSEL agree as follows:

ARTICLE 1 – LEGAL SERVICES

OUTSIDE COUNSEL shall perform outside legal counsel services ("Legal Services") on behalf of COUNTY in the area of Loan Foreclosure Services, Loan Closing Services, and such Other Services as may be requested from time to time by COUNTY (collectively, "Legal Services"). Such Legal Services include, but are not limited to, those services defined on the attached Exhibit A.

The COUNTY's representative/liaison during the performance of this Contract shall be David Behar, Assistant County Attorney, telephone number (561) 355-3375, or designee.

The OUTSIDE COUNSEL's representative/liaison during the performance of this Contract shall be Laurie Thompson, (561) 209-7765.

ARTICLE 2 – TERM

This Contract shall take effect upon approval by both parties and shall remain in effect for three (3) years, with one three (3) year renewal option under the same terms and conditions stated herein, unless terminated sooner as provided for herein.

ARTICLE 3 – FEES

(a) Foreclosure Services and Other Services: For Foreclosure Services and Other Services, COUNTY agrees to compensate OUTSIDE COUNSEL on an hourly basis as follows: an hourly rate for partners of $300 per hour; an hourly rate for associates of $210 per hour; and an hourly rate for paralegals of $130 per hour (collectively, "Hourly Rates").

(b) Loan Closing Services: For Loan Closing Services, ATTORNEY shall directly bill the Hourly Rates to borrowers in accordance with caps and terms on the attached Exhibit B. Such bills shall be paid by the borrowers as closing costs payable from the loan proceeds available to them under the applicable County loan program. Notwithstanding anything to the contrary, and in the event ATTORNEY and any borrower

agree that unanticipated work not intended as contemplated by this Agreement is necessary to complete the Loan Closing Services, COUNTY expressly acknowledges the ability of ATTORNEY to charge any borrower the Hourly Rates for such unanticipated work, regardless of whether such fees and costs exceed the fee restrictions set forth in Exhibit B.

ARTICLE 4 – EXPENSES AND COSTS

(a) COUNTY agrees to reimburse ATTORNEY for its reasonable and necessary expenses and costs incurred during the course of providing the Legal Services. The expenses and costs may include, but are not limited to, out-of-pocket expenses for express mail, long-distance telephone charges, postage, printing, and photocopying.

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

(c) ATTORNEY shall maintain adequate records to justify all its charges, expenses, and costs of performing the Legal Services for at least three (3) years after termination of this Agreement. COUNTY shall have access to such books, records, and documents as required for the purpose of inspection or audit during ATTORNEY's normal business hours, at COUNTY's expense, upon reasonable written notice.

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

ARTICLE 5 – INVOICES AND NOT-TO-EXCEED AMOUNT

(a) Not-To Exceed Amount: The total amount to be paid by COUNTY under this Contract for any Legal Services, including but not limited to any hourly fees, expenses, and/or cost reimbursements, **shall not exceed Fifty Thousand Dollars ($50,000.00) ("Billing Cap").** OUTSIDE COUNSEL shall notify COUNTY in writing when 90% of the Billing Cap has been incurred in bills.

(b) Invoicing: OUTSIDE COUNSEL shall bill the COUNTY on a monthly basis. Invoices received from OUTSIDE COUNSEL will be revised by COUNTY, to verify that

services have been rendered in conformity with the Contract. If approved by the COUNTY, invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY's approval.

(c) Final Invoice: In order for both parties herein to close their books and records, the OUTSIDE COUNSEL will clearly state "final invoice" on the last billing. This shall constitute OUTSIDE COUNSEL'S certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Any other charges not included on this final invoice are waived by OUTSIDE COUNSEL.

(d) Failure to Adhere to Billing Procedures: If OUTSIDE COUNSEL fails to abide by these billing procedures, including, but not limited to, failing to timely invoice the COUNTY, exceeding the Billing Cap, and/or failing to notify the COUNTY in writing when 90% of the BILLING CAP has been incurred in bills, then OUTSIDE COUNSEL shall forfeit any right to any such charges.

ARTICLE 6 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

Signature of this Contract by the OUTSIDE COUNSEL shall also constitute 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 the OUTSIDE COUNSEL's most favored customer for the same or substantially similar service.

ARTICLE 8 - TERMINATION

A. This Contract may be terminated by the OUTSIDE COUNSEL upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the

COUNTY to perform in accordance with the terms of this Contract through no fault of the OUTSIDE COUNSEL.

B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with or without cause** upon written notice to OUTSIDE COUNSEL.

C. Upon termination by either party, OUTSIDE COUNSEL shall transfer to the COUNTY all work in progress, completed work, and other documents and materials prepared for the COUNTY or in the course of providing the Legal Services. If OUTSIDE COUNSEL terminates this Contract before completion of any pending litigation being handled pursuant to this Contract, it shall not seek, nor be awarded, any further work as outside counsel for the COUNTY on this or any other matter.

ARTICLE 9 - PERSONNEL

The 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.

All of the services required hereinunder shall be performed by the 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.

Any changes or substitutions in the OUTSIDE COUNSEL's key personnel, as may be listed in Exhibit F attached hereto and incorporated herein, 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.

The OUTSIDE COUNSEL warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All the OUTSIDE COUNSEL's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 10 - CRIMINAL HISTORY RECORDS CHECK

The OUTSIDE COUNSEL, OUTSIDE COUNSEL's employees, subcontractors of OUTSIDE COUNSEL and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470, R-2015-0572, and R2024-0549, as amended. The OUTSIDE

COUNSEL is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the OUTSIDE COUNSEL acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the OUTSIDE COUNSEL(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The OUTSIDE COUNSEL shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the OUTSIDE COUNSEL or its subcontractor(s) terminates an employee who has been issued a badge, the OUTSIDE COUNSEL must notify the COUNTY within two (2) hours. At the time of termination, the OUTSIDE COUNSEL shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the OUTSIDE COUNSEL if the OUTSIDE COUNSEL : 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated OUTSIDE COUNSEL employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 11 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The OUTSIDE COUNSEL is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the OUTSIDE COUNSEL uses any subcontractors on this project, the following provisions of this Article shall apply:

A. If the OUTSIDE COUNSEL uses subcontractors, OUTSIDE COUNSEL must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.

B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the OUTSIDE COUNSEL shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 12 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the OUTSIDE COUNSEL. The 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 the OUTSIDE COUNSEL authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The 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 13 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

ARTICLE 14 - INSURANCE REQUIREMENTS

The OUTSIDE COUNSEL shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as County's review or acceptance of insurance maintained by 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. OUTSIDE COUNSEL agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

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

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

B. **Workers' Compensation Insurance & Employer's Liability:** OUTSIDE COUNSEL shall maintain Workers' Compensation & Employer's Liability in accordance with chapter 440, Florida Statutes, as may be amended.

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

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

E. **Certificates of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Contract, the 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:

c/o Department
Using the address as indicated in the "Notices" article or another address on agreement of the parties.

F. **Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 15 - INDEMNIFICATION

OUTSIDE COUNSEL shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officials from and against any and all claims, liability, loss, expense, 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 its performance of the terms of this Contract or due to the acts or omissions of OUTSIDE COUNSEL.

ARTICLE 16 - DIGITAL ACCESSIBILITY COMPLIANCE

OUTSIDE COUNSEL acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. OUTSIDE COUNSEL represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

OUTSIDE COUNSEL shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, OUTSIDE COUNSEL shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, OUTSIDE COUNSEL shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. OUTSIDE COUNSEL shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

ARTICLE 17 - SUCCESSORS AND ASSIGNS

The COUNTY and the OUTSIDE COUNSEL each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the COUNTY nor the OUTSIDE COUNSEL shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the OUTSIDE COUNSEL.

ARTICLE 18 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all 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 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.

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 19 - CONFLICT OF INTEREST

The 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 or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The OUTSIDE COUNSEL further represents that no person having any conflict of interest shall be employed for said performance or services. OUTSIDE COUNSEL further agrees to comply with COUNTY PPM CW-O-052 regarding outside counsel conflicts of interest, which is attached hereto as Exhibit D and incorporated herein.

The OUTSIDE COUNSEL shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the OUTSIDE COUNSEL's judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the 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 the OUTSIDE COUNSEL. The COUNTY agrees to notify the OUTSIDE COUNSEL of its opinion by certified mail within thirty (30) days of receipt of notification by the OUTSIDE COUNSEL. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the OUTSIDE COUNSEL, the COUNTY shall so state in the notification and the OUTSIDE COUNSEL shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the OUTSIDE COUNSEL under the terms of this Contract.

ARTICLE 20 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS

The 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 the OUTSIDE COUNSEL, or its subcontractor(s), 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.

Upon the OUTSIDE COUNSEL's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the 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.

Notwithstanding anything in the foregoing to the contrary, the OUTSIDE COUNSEL agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. OUTSIDE COUNSEL agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. OUTSIDE COUNSEL shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the OUTSIDE COUNSEL to sanctions from doing further business with the COUNTY.

ARTICLE 21 - ARREARS

The OUTSIDE COUNSEL shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of

indebtedness. The 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 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The 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.
The OUTSIDE COUNSEL agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the OUTSIDE COUNSEL's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the OUTSIDE COUNSEL or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or OUTSIDE COUNSEL, and wherever located shall be the property of the COUNTY. Upon expiration or earlier termination of this Contract, OUTSIDE COUNSEL shall transfer to the COUNTY all documents and materials prepared for the COUNTY or in the course of providing the Legal Services.

To the extent allowed by Chapter 119, F.S., 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 the 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 bases, reports and other data developed or purchased under this Contract for the COUNTY, 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.

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.

ARTICLE 23 - INDEPENDENT CONTRACTOR RELATIONSHIP

The OUTSIDE COUNSEL is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent OUTSIDE COUNSEL 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 the OUTSIDE COUNSEL's sole direction, supervision, and control. The OUTSIDE COUNSEL shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the OUTSIDE COUNSEL's relationship,

and the relationship of its employees, to the COUNTY shall be that of an Independent OUTSIDE COUNSEL and not as employees or agents of the COUNTY.

The OUTSIDE COUNSEL does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 24 - CONTINGENT FEE

The OUTSIDE COUNSEL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the OUTSIDE COUNSEL, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 25 - PUBLIC RECORDS, ACCESS AND AUDITS

The COUNTY shall have the right to request and review OUTSIDE COUNSEL's books and records to verify OUTSIDE COUNSEL's compliance with this Contract, and its submittal. The COUNTY shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. The OUTSIDE COUNSEL shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. OUTSIDE COUNSEL shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

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

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

B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, 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 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.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the OUTSIDE COUNSEL does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.

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

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. Failure of the OUTSIDE COUNSEL to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

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

ARTICLE 26 - NON-DISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as amended, the OUTSIDE COUNSEL warrants and represents that throughout the term of the Contract, including any renewals thereof, 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.

ARTICLE 27 - AUTHORITY TO PRACTICE

The 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 28 - 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 29 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 30 - SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the 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 section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if OUTSIDE COUNSEL is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the COUNTY.

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 section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the OUTSIDE COUNSEL of the COUNTY's notification of a contemplated change, the OUTSIDE COUNSEL shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the OUTSIDE COUNSEL's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the OUTSIDE COUNSEL shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the OUTSIDE COUNSEL shall not commence work on any such change until such written amendment is signed by the OUTSIDE COUNSEL and approved and executed on behalf of Palm Beach County.

ARTICLE 32 - NOTICE

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

Palm Beach County
301 N. Olive Ave, Ste. 601
West Palm Beach, Florida 33401
Attn: David Behar, Asst. County Attorney
(representative of the COUNTY)

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

Fowler White Burnett P.A.
201 S. Biscayne Blvd., 20th Floor
Miami, FL 33131
Attn: Juan C. Zorrilla, General Counsel
(representative of OUTSIDE COUNSEL)

ARTICLE 33 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the 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 the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article *31*- Modifications of Work.

ARTICLE 34 - REGULATIONS; LICENSING REQUIREMENTS

The 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 35 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. OUTSIDE COUNSEL shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 36 - E-VERIFY – EMPLOYMENT ELIGIBILITY

OUTSIDE COUNSEL 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 OUTSIDE COUNSEL's subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

ARTICLE 37 – 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, the 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.

ARTICLE 38 – PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701

OUTSIDE COUNSEL is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the COUNTY will not request documentation of or consider a OUTSIDE COUNSEL's social, political, or ideological interests when determining if the OUTSIDE COUNSEL is a responsible OUTSIDE COUNSEL. OUTSIDE COUNSEL is further notified that the COUNTY's governing body may not give preference to a OUTSIDE COUNSEL based on the OUTSIDE COUNSEL's social, political, or ideological interests.

ARTICLE 39 – 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 C, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference

THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the County Attorney of Palm Beach County, Florida, on behalf of the COUNTY, and the OUTSIDE COUNSEL have executed this Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY DAVID R. F. OTTEY
COUNTY ATTORNEY

David R. F. Ottey, County Attorney

OUTSIDE COUNSEL:

Fowler, White and Burnett, P.A.

By: _____
Signature

Richard A. Wood
Typed Name

Managing Shareholder / President
Title

EXHIBIT A – SCOPE OF WORK

A. **Foreclosure Services:** With regard to defaulted loan matters referred to ATTORNEY, the ATTORNEY shall (i) initiate foreclosure proceedings on COUNTY liens attached to real and personal property and obtain legal title thereto in the name of the COUNTY through judicial sale; (ii) file all required legal actions to obtain court approval. of COUNTY's attachment, seizure, sale, and/or garnishment of defaulted borrowers' assets pursuant to personal and corporate guarantees/pledges and perfected UCC security interests; (iii) file and obtain deficiency judgements, if available; and (iv) take any and all action required to protect the COUNTY's interests as it relates to borrower defaults (collectively, "Foreclosure Services").

B. **Loan Closing Services:** ATTORNEY agrees to provide legal services in connection with the preparation and closing of certain loans ("Loan Closing Services") available to qualified businesses of the COUNTY through various loan programs administered by the COUNTY, including, but not limited to, U.S. Department of Housing and Urban Development Section 108 Loan Program; U.S. Department of Agriculture Intermediary Relending Program; U.S. Environmental Protections Agency Revolving Loan Program; U.S. Department of Energy Revolving Loan Program; and the COUNTY's Micro Loan Program (i.e., funding available under the HUD Community Development Block Grant (CDBG).

In connection with such Loan Closing Services, ATTORNEY agrees to, among other things, prepare loan documents to be used in connection with each loan transacted by the COUNTY with the intention that such loan documents be essentially non-negotiable; prepare any legal opinions required in connection with the loan transacted by the COUNTY; and take any necessary and related service in connection with the closing of any loan not otherwise specified herein.

EXHIBIT B – FEES FOR LOAN CLOSING SERVICES

EXCEPT in the event of unanticipated additional work as set forth in Article 3(b) of this Agreement, ATTORNEY shall directly bill the borrowers for fees incurred relating to the Loan Closing Services in accordance with the following terms:

1. **The HUD Section 108 Loan Program:** Fees for Loan Closing Services shall be capped at Six Thousand Five Hundred Dollars ($6,500.00) per loan closing.

2. **The U.S. Department of Agriculture ("USDA") Intermediary Relending Program:** Fees for Loan Closing Services shall be capped at One Thousand Five Hundred Dollars ($1,500.00) per loan closing if the USDA loan is leveraged with a HUD Section 108 loan; and fees for Loan Closing Services shall be capped at Two Thousand Five Hundred Dollars ($2,500.00) per loan closing if the USDA loan is a stand-alone loan and not leveraged with other HUD loan programs.

3. **The U.S. Environmental Protection Agency ("EPA") Loan Program:** Fees for Loan Closing Services shall be capped at One Thousand Five Hundred Dollars ($1,500.00) per loan closing if the EPA loan is leveraged with a HUD Section 108 loan; and fees for Loan Closing Services shall be capped at Two Thousand Five Hundred Dollars ($2,500.00) per loan closing if the EPA loan is a stand-alone loan and not leveraged with other HUD loan programs.

4. **The U.S. Department of Energy ("DOE") Loan Program:** Fees for Loan Closing Services shall be capped at One Thousand Five Hundred Dollars ($1,500.00) per loan closing if the DOE loan is leveraged with a HUD Section 108 loan; and fees for Loan Closing Services shall be capped at Two Thousand Five Hundred Dollars ($2,500.00) per loan closing if the DOE loan is a stand-alone loan and not leveraged with other HUD loan programs.

5. **The County Microloan ("Microloan") Program:** Fees for Loan Closing Services shall be capped at One Thousand Dollars ($1,000.00) per Microloan loan closing.

EXHIBIT C

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 FOWLER WHITE BURNETT P.A. (CONTRACTOR) and attest that CONTRACTOR 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)

Richard A. Wood, Managing Shareholder/President
(printed name and title of officer representative)

STATE OF FLORIDA **COUNTY OF MIAMI-DADE**

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 27th day of August, 2026, by Richard A. Wood, as President of Fowler White Burnett P.A., a Florida corporation

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large (Notary Seal)

OLGA M BRADHAM
Notary Public - State of Florida
Commission # HH 337167
My Comm. Expires Mar 24, 2027
Bonded through National Notary Assn.

Troutman Pepper Locke LLP
777 South Flagler Drive, Suite 215 East Tower
West Palm Beach, FL 33401

troutman.com

Attachment 2

troutman pepper locke

Mark D. Adams
D 561.820.0281
mark.adams@troutman.com

February 18, 2026

VIA E-MAIL

David R. F. Ottey, Esq.
County Attorney
Palm Beach County, Florida
Palm Beach County Governmental Center
301 North Olive Avenue
West Palm Beach, Florida 33401

Re: Negotiation of Naming Rights and License Agreement For Renaming of Palm Beach International Airport to President Donald J. Trump International Airport.

Dear David:

Pursuant to Section 2(b) of that certain Agreement Between Palm Beach County and Locke Lord LLP [now known as Troutman Pepper Locke LLP] dated July 12, 2022 for Disclosure Counsel and Related Legal Services, we agree to represent Palm Beach County, Florida (the "County") in its negotiations to enter into a Naming Rights and License Agreement (the "Agreement") with DTTM Operations, LLC and President Donald J. Trump regarding the renaming of Palm Beach International Airport to President Donald J. Trump International Airport for a "flat fee" of $60,000. Our services and representation under this arrangement shall be deemed completed upon the execution and delivery of the Agreement by the County.

Sincerely,

TROUTMAN PEPPER LOCKE LLP

MARK-DAVID. ADAMS
COUNSEL

ACKNOWLEDGED AND AGREED BY PALM BEACH COUNTY, FLORIDA

By:_____
David R. F. Ottey, Esq.
Palm Beach County Attorney

252092914v1

AMENDMENT NO. 1 TO AGREEMENT BETWEEN PALM BEACH COUNTY AND TROUTMAN PEPPER LOCKE F/K/A LOCKE LORD, LLP FOR DISCLOSURE COUNSEL AND RELATED LEGAL SERVICES

R 2025 1231

This Amendment No. 1, dated September 16, 2025 is to contract R-2022-0750 ("Contract") between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and the law firm of **TROUTMAN PEPPER LOCKE F/K/A LOCKE LORD, LLP** ("Attorney"). Collectively, the County and Attorney are referred to as the "Parties."

WHEREAS, on July 12, 2022, the Parties entered into the Contract, under which the Attorney furnishes to the County legal services as set forth therein; and

WHEREAS, the County wishes to exercise its renewal option under Section 16 of the Contract to extend the expiration date of the Contract until September 30, 2028; and

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

Pursuant to Section 16 of the Contract the County is exercising its option to renew the Contract for an additional three-year term, until September 30, 2028.

All other terms and conditions of the Contract remain in full force and effect.

----------BALANCE OF PAGE INTENTIONALLY LEFT BLANK----------

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

R 2025 1231

SEP 16 2025

ATTEST:
MICHAEL A. CARUSO
CLERK & COMPTROLLER

By: _____
Deputy Clerk

(SEAL)

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
County Attorney

TROUTMAN PEPPER LOCKE F/K/A LOCKE LORD, LLP

By: _____
Signature

THOMAS J. CUNNINGHAM
Printed Name

FL OFFICE MANAGING PARTNER
Title

Witness: _____
Signature

MARK-DAVID ADAMS
Printed Name

COUNSEL
Title

R2022 0750

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

This Agreement is made and entered into on JUL 12 2022, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County"), and the law firm of **Locke Lord, LLP**, located at 777 South Flagler Drive, Suite 215 East Tower, West Palm Beach, Florida 33401, Federal Tax I. D. Number 74-1164324, ("Attorney").

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

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

2. **Compensation.**

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

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

3. **Expenses and Costs.**

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

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

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

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

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

4. **Termination and Assignment.**

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

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

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

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

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

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

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

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

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

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

6. **Insurance.**

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

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

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

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

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

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

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

Palm Beach County Board of County Commissioners

And may be addressed:

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

F. Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

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

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

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

10. **Conflicts of Interest.**

(a) Attorney represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Legal Services, as provided in the standards set forth in Chapter 112.311, Florida Statutes. Attorney further represents that no person having such a conflicting interest shall be employed by Attorney to perform the Legal Services.

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

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

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

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

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

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

13. **Non-Discrimination.** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Attorney warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Attorney represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Attorney shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or

expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Attorney retaliate against any person for reporting instances of such discrimination. The Attorney shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Attorney understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

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

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

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

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

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

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

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

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

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

20. **No Third Party Beneficiaries.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of the County and/or Attorney.

21. **Scrutinized Companies.** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Attorney certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Attorney is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

R2022 0750 JUL 12 2022

ATTEST: COUNTY COMMISSION PALM BEACH FLORIDA

Joseph Abruzzo,
Clerk & Comptroller

By: _____
Deputy Clerk

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

By: _____
Mayor Robert S. Weinroth

APPROVED AS
LEGAL SUFFICIENCY

_____
County Attorney

WITNESS:

_____
(Signature)

Irene L. Rabba
Name (Type or Print)

ATTORNEY: LOCKE LORD LLP

By: _____
(Individual)

Richard J. Miller
Name (Type or Print)

Of Counsel
Title

(corporate seal)

EXHIBIT "A"

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

EXHIBIT A

PRESIDENT DONALD J. TRUMP INTERNATIONAL AIRPORT
NORTH PALM BEACH COUNTY GENERAL AVIATION AIRPORT
PALM BEACH COUNTY GLADES AIRPORT
PALM BEACH COUNTY PARK AIRPORT

Budget Availability Statement

DATE: September 30, 2026

TO: David R. F. Ottey, County Attorney
PBC Attorney's Office

FROM: Debbie Duncanson, Director of Finance
PBC Department of Airports

RE: **Troutman Pepper Locke LLP – Naming rights and license agreement for President Donald J. Trump International Airport**

CC: File

Please be advised that funds are available in the amount of not to exceed $60,0000 in account # **4100-120-1547-3125** for Troutman Pepper Locke LLP - **Naming rights and license agreement for President Donald J. Trump International Airport**.

Debbie Duncanson

Digitally signed by Debbie Duncanson
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=PBIA, OU=Users, CN=Debbie Duncanson, E=DDuncanson@pbcgov.com
Reason: I am the author of this document
Location:
Date: 2026.09.30 16:31:33-04'00'
Foxit PDF Editor Version: 12.1.9

Debbie Duncanson (Dated)

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: **9/29/2026** REQUESTED BY: **County Attorney, Janice Sutherland** PHONE: **561 355-3389**

PROJECT TITLE: **Legal Services - Fowler White Burnett, P.A.**
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: $ **N/A**

BCC RESOLUTION#:

REQUESTED AMOUNT: $ **50,000.00**

DATE: **11/10/2026**

CSA or CHANGE ORDER NUMBER:

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR: **Fowler White Burnett, P.A.**

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: **This contract is to provide legal services related to economic development loan closing services and other related legal services in the amount not to exceed $50,000.00.**

CONSTRUCTION	$
PROFESSIONAL SERVICES	$ **50,000.00**
STAFF COSTS*	$
EQUIP. / SUPPLIES	$
CONTINGENCY	$
TOTAL	$ **50,000.00**

** By accepting this BAS, County Attorney Office agrees to charge the account listed below, upon receipt of this BAS.*

BUDGET ACCOUNT NUMBER(S) ***(Specify distribution if more than one and order in which funds are to be used):***

FUND: **1539** DEPT: **143** UNIT: **2102** OBJ: **3125**

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for *all* that apply)

(X) Ad Valorem (Amount $ **50,000.00**) ☐ Infrastructure Sales Tax (Amount $_____)

☐ State (source/type: _____ Amount $_____) ☐ Federal (source/type: _____ Amount $_____)

☐ Grant (source/type: _____ Amount $_____) ☐ Impact Fees: (Amount $_____)

☐ Other (source/type: _____ Amount $_____)

Department: **Housing and Economic Development**

Valerie Alleyne
Digitally signed by Valerie Alleyne
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=HED, OU=Users, CN=Valerie Alleyne, E=VAlleyne@pbc.gov
Reason: I am the author of this document
Location:
Date: 2026.09.29 16:39:17-04'00'
Foxit PDF Editor Version: 12.1.0

BAS APPROVED BY: _____ DATE 9/29/2026

ENCUMBRANCE NUMBER: _____