Board of County Commissioners

Sara Baxter, Mayor
Marci Woodward, Vice Mayor
Maria Marino
Greg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell Jr.

County Administrator

Joseph Abruzzo

REQUEST FOR PROPOSAL

RFP NO. CA2026-03

Palm Beach County Board of County Commissioners
and
Palm Beach County Attorney's Office
are seeking
Proposals for:

Outside Legal Counsel for Foreclosure of Code Compliance Liens, Recovery of Code Compliance Money Judgments, Obtaining Injunctive Relief to Achieve Code Compliance, and Instituting Proceedings to Obtain Code Compliance

Date issued/available for distribution: **November 12, 2026**

Proposer **shall** submit one (1) unbound original, and one (1) electronic copy in pdf (CD or flash drive) of the complete Proposal which must be received in the Palm Beach County Attorney's Office no later than **December 2, 2026, 5:00 p.m. local time. See Section 1.9 of the RFP for mailing instructions.**

ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR RECEIPT OF PROPOSALS AND THE RFP NUMBER.

C A U T I O N

In order to do business with Palm Beach County vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If Proposer intends to use subcontractors, Proposer must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until a contractor has verified that the contractor and all of its subcontractors are registered in VSS. As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on our VSS system.

Palm Beach County shall not be responsible for the completeness of any Request for Proposal package not downloaded from our VSS system or obtained directly from Palm Beach County Purchasing Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATE FORMAT

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SECTION 1
GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposal (RFP) is issued for the County of Palm Beach (hereinafter referred to as "County") by and for the benefit of the Palm Beach County Attorney's Office (hereinafter referred to as "CAO"). The CAO is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the CAO. See Section 1.10 Contact Person.

1.2 INTRODUCTION

The County is seeking Proposals for outside legal services to advise and represent the County on code compliance related matters, including but not limited to: obtaining injunctive relief for code violations; foreclosure of code liens; recovery of money judgments related to code liens for the amount of the liens plus accrued interest, if any.

1.3 QUALIFICATIONS

Palm Beach County is seeking the services of a law firm(s), whose attorneys demonstrate experience in foreclosure law and judgment enforcement; knowledge of administrative laws, land use law, and local government regulation and procedures; and are current members of the Florida Bar in good standing.

1.4 HISTORY AND BACKGROUND

The County enforces many of its codes pursuant to Chapter 162, Florida Statutes. While the County is successful in achieving compliance in most cases, in some cases compliance is not achieved and fines accrue, sometimes for long periods. When code violations are not corrected despite running fines, neighborhoods and communities suffer. The County is seeking outside legal counsel to achieve code compliance through injunctive relief, foreclosure, actions for money judgments, and other available enforcement proceedings that will bring properties into compliance.

1.5 PURPOSE OF THE PROJECT

The County is seeking to retain legal counsel with strong qualifications and expertise to advise and represent the County in litigation to achieve code compliance. The selected outside counsel shall provide legal representation to the County in all aspects of litigation including any related appeals and counterclaims, from initiation to conclusion. The selected outside counsel is expected to handle all aspects of the litigation. The County Attorney's Office will not perform any of the services designated in the Scope of Work unless expressly agreed in writing that a joint representation is appropriate.

1.6 PERIOD OF CONTRACT

The proposed effective date of this Contract is February 2, 2027. The selected Proposer(s) will provide services for a Three Year (3) period ending February 1, 2030. *Two (2) twelve (12) month* renewal option(s) may be offered by the County, at the County's sole discretion.

1.7 QUALIFICATION OF PROPOSER

Proposer shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFP.

At least two (2) full-time attorneys of the law firm shall be designated to handle the County's matters. The attorneys must practice primarily in litigation matters, including foreclosure, with each having at least five years of consecutive experience handling the prosecution, enforcement, and/or defense of foreclosures, including on behalf of local governments in Florida or the State of Florida, and maintain an office within 50 miles of the Palm Beach County, County Attorney's Office at 301 North Olive Ave., West Palm Beach, FL 33401. Firms located beyond 50 miles from the County Attorney's Office, may be considered if the Proposer provides additional evidence to support their position that the location will not have a negative impact on the firm's ability to represent the County effectively and efficiently.

Each member of the law firm designated as an attorney that will handle matters for the County must possess demonstrated ability, trial experience, knowledge, and expertise to provide legal assistance. An attorney from the firm selected as Outside Counsel, and assigned to perform such services for the County, must be available to County staff on weekdays between 8:00 a.m. and 5:00 p.m. The selected firm must be available to meet with and advise County staff and the BCC on a periodic basis or upon the County's request.

Preference will be given to law firms whose attorneys all have an A-V or better rating as listed in Martindale-Hubbell.

1.8 TIMETABLE

The anticipated schedule and deadline for the RFP and Contract approval are as follows:

Activity	Date	Time	Location
RFP available for	11/12/2026	12:00 pm	Download available at: https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService
Deadline for receipt of questions or comments	11/19/2026	5:00 pm	Submitted to NVolpi@pbc.gov Email Subject Heading "RFP CA2026-03 Questions/Comments"
Deadline for receipt of proposals	12/2/2026	5:00 p.m.	County Attorney's Office 301 North Olive Ave., 6th Floor West Palm Beach, FL 33401 "Attention: Nancy Volpi" Re: RFP CA2026-03"
Selection Committee Meeting	12/10/2026	9:30 a.m.	Governmental Center 301 N. Olive Avenue, 12th Floor, McEaddy Conference Room West Palm Beach, FL. 33401
Notice and posting of Selection Committee's recommended proposers to BCC	12/11/2026	5:00 p.m.	Email to all proposers and posted to http://discover.pbcgov.org/countyattorney/Pages/default.aspx
Deadline for receipt of protests	12/21/2026	5:00 p.m.	Submitted to NVolpi@pbc.gov Email Subject Heading "RFP CA2026-03 PROTEST"
BCC Meeting consideration and selection	2/2/2027	TBD	Governmental Center 301 N. Olive Avenue, 6th Floor West Palm Beach, FL. 33401

NOTE: County reserves the right to alter the above activities and/or times at the County's sole discretion.

1.9 PROPOSAL SUBMISSION

All Proposals must be sent on 8 ½" x 11" paper.

One (1) unbound original, and one (1) electronic copy in pdf (CD or flash drive) of the complete Proposal must be received in the County Attorney's Office by December 2, 2026, 5:00 p.m. local time. The original and all copies must be submitted in a sealed envelope or container. The Proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name
Address
Phone No.

Palm Beach County
Board of County Commissioners
County Attorney's Office
301 North Olive Ave., 6th fl.
West Palm Beach, FL 33401
Attention: Nancy Volpi
RFP No. CA2026-03

Title: ***Outside Counsel for Foreclosure of Code Compliance Liens and Recovery of Code Compliance Final Judgments, Obtaining Injunctive Relief to Achieve Code Compliance, and Instituting Proceedings to Obtain Code Compliance***

Due Date: **December 2, 2026, 5:00 p.m. Eastern Time**

The County Attorney's office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays observed by the County.

Proposer is responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

The Price Proposal Page(s) (Appendix A) must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of Proposer ("Authorized Person").

The submission of a Proposal by Proposer will be considered by the County as constituting a legal offer by Proposer to perform the required services at the proposed pricing identified therein.

1.10 CONTACT PERSON

The contact person for this RFP is Nancy Volpiat (561) 355-2501, e-mail address NVolpi@pbc.gov in the County Attorney's Office.

Proposers are advised that from the date of release of this RFP until award of the contract, NO contact with County staff concerning this RFP is permitted, except as authorized by the contact person designated herein.

1.11 ADDITIONAL INFORMATION / AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e-mail or U.S. Mail, no later than the date specified and to the address listed in the RFP Timetable (Section 1.8) or e-mail address listed for the Contact Person (Section 1.10) above. The request must contain the Proposer's name, address, phone number, and e-mail address.

Changes to this RFP, when deemed necessary by the County, will be completed only by written Amendment(s) issued prior to the Deadline for receipt of Proposals. Proposer should not rely on any representations, statements, or explanations other than those made in the RFP or in any Amendment to this RFP. Where there appears to be a conflict between the RFP and any Amendment issued, the last Amendment issued shall prevail.

As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on the County's on-line Vendor Self-Service (VSS) system at https://pbcvssp.co.palmbeach.fl.us/webapp/vssp/AltSelfService.

It is the sole responsibility of the Proposer to routinely check for any Amendments that may be issued prior to the Deadline for receipt of Proposals. The County shall not be responsible for the completeness of any RFP package not provided by the County Attorney's Office.

It is the Proposer's sole responsibility to assure receipt of all Amendments. The Proposer should verify with the designated Contact Person (see Section 1.10) prior to submitting a Proposal that all Amendments have been received. Proposer are required to acknowledge the receipt of all Amendments as part of their Proposal.

1.12 CONE OF SILENCE

Proposer are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits Proposer or anyone representing the Proposer from communicating with any County Commissioner, County Commissioner's staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this contract regarding its Proposal, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the Proposal, and terminates at the time that the Board of County Commissioners, or a

County Department authorized to act on their behalf, awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation. See id. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable. Id. at § 2-355(g).

SECTION 2
GENERAL TERMS AND CONDITIONS

2.1 PROPOSAL GUARANTEE

Proposer guarantees their commitment, compliance, and adherence to all requirements of the RFP by submission of their Proposal.

2.2 MODIFIED PROPOSALS

Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal until the Deadline for receipt of Proposals. The County will only consider the latest version of the Proposal.

2.3 WITHDRAWAL OF PROPOSALS

A Proposal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of Proposals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the Deadline for receipt of Proposals.

Unless withdrawn, as provided in this subsection, a Proposal shall be irrevocable until the time that a contract is awarded.

2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS

Proposals and/or modifications to Proposals received after the Deadline for receipt of Proposals specified in RFP Timetable (Section 1.8) are late and shall not be considered.

2.5 RFP POSTPONEMENT / CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all, Proposals; waive any minor irregularities in this RFP or in the Proposals received as a result of this RFP; postpone or cancel, at any time, this RFP process; or re-issue this RFP.

2.6 COSTS INCURRED BY PROPOSER

All expenses incurred with the preparation and submission of Proposals to the County, or any work performed in connection therewith, shall be borne by the responding party. No payment will be made for Proposals received, nor for any other effort required of or made by Proposer, prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Any material submitted in response to this RFP is considered a public document in accordance with Section 119.07, F.S. This includes material which Proposer might consider to be confidential. All submitted information that Proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

2.8 NEGOTIATIONS

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each Proposal should contain the Proposer's best price and technical offer.

2.9 RIGHT TO PROTEST

Any Proposer may protest the ranking or scoring to the County Attorney, by submitting a written protest addressed to the Contact person listed in Section 1.10, by the deadline for receipt of protests set forth in Section 1.8. The protest shall identify the protestor, reference this RFP CA2026-03, and shall include a factual summary of the basis of the protest. Protests must be submitted in writing, addressed to the Contact person listed in Section 1.10, via email with the subject heading of the email titled as "RFP CA2026-03 PROTEST." The County Attorney will have the authority and the sole discretion to uphold or deny the protest. The County Attorney will issue a written statement of the determination within a reasonable period of time. The written statement shall provide the general rationale for said determination and shall be provided to the protestor.

2.10 LOCAL PREFERENCE / LOCATION OF BUSINESS

Pursuant to Section 2-80.47 of the Palm Beach County Code, Local Preference is not applicable to this solicitation; however, unless prohibited by federal, state or local law or where prohibited under the conditions of any grant, the location of a business shall be addressed through the evaluation criteria set forth in this solicitation.

2.11 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.

2.12 RULES; REGULATIONS; LICENSING REQUIREMENTS

Proposer shall comply with all laws, ordinances, regulations, and rules regulating the Florida Bar applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may, in any way, affect the services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.13 CRIMINAL HISTORY RECORDS CHECK

Proposer, Proposer's employees, subcontractors of Proposer and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as may be amended. Proposer is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Proposer 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 Proposer and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. Proposer 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 Proposer or its subcontractor(s) terminates an employee who has been issued a badge, Proposer must notify the COUNTY within two (2) hours. At the time of termination, Proposer shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend Proposer if Proposer: 1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended; 2) does not contact the COUNTY regarding a terminated Proposer 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.

2.14 REVIEW OF PROPOSALS

Each Proposal will be reviewed to determine if the Proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated by the County. A responsive Proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the Proposal (as stated in Section 3). While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of your Proposal, especially information relating to establishing financial/business stability. Proposer who fail to comply with all of the required and/or desired elements of this RFP, do so at their own risk.

2.15 WAIVER OF MINOR IRREGULARITY

Notwithstanding the submittal requirements provided herein, the County reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of Proposer to address the determined minor irregularity within a time frame specified by the County (normally within two working days of request). Failure of Proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

2.16 EXCEPTIONS TO THE RFP

All exceptions taken must be specific, and Proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate the Proposal. Proposer are cautioned that submitting an alternative Proposal does not relieve Proposer from submitting the “Minimum Requirements” as stated in Section 3. The County is under NO obligation to accept any proposed exceptions or alternatives. Proposer must be willing to execute the proposed contract in its current form. Exceptions that change any material term of the Contract, will render the proposal non-responsive, unless the County Attorney approves a change in writing prior to the Selection Committee scoring. In such a case, the change shall be applicable to all responsive proposers.

2.17 SELECTION PROCESS

All proposals timely received will be reviewed first by the County Attorney’s Office to determine if each proposer has submitted the required information and met all Proposal Requirements (as stated in Section 3). Those proposals fulfilling the Proposal Requirements shall be referred to the Selection Committee for review and further consideration.

The Selection Committee will evaluate all responses to this RFP that meet the Proposal Requirements and are deemed responsive. The Selection Committee may evaluate all proposals based solely on the information submitted with the proposal. Accordingly, Proposers are urged to ensure that their Proposal contains all the necessary information for the Selection Committee to fairly and accurately evaluate each of the criteria listed below in Section 2.18. However, an oral presentation, additional written information, internal staff analysis, proposer presentations, outside Proposers, and/or any other information may be required, at any time during the selection process, to help the Committee determine the final ranking of proposers. The Selection Committee may determine, as the result of additional information, that the impact of this information is significant and may be considered in the scoring and/or ranking, at the discretion of the Committee.

The Selection Committee shall meet in public session as necessary to score each proposal by reviewing each proposal against the evaluation criteria listed in Section 2.18. Upon completion of the Selection Committee's review and discussion of all the responsive proposals submitted, each Selection Committee member shall score each proposal and total the scores for each proposal. The proposals shall be assigned a ranking based upon the totals of each Selection Committee member's score for each proposal.

After the Selection Committee has developed an overall ranking for each proposer, the committee will then review, discuss, and declare the proposer ranked the highest as its "finalist" and make its recommendation for award of the contract.

The Selection Committee's recommendation of the "finalist" will be emailed to all proposers and will be posted at the County Attorney's Office website at http://discover.pbcgov.org/countyattorney/Pages/default.aspx until the deadline for receipt of protests set forth in Section 1.8.

2.18 EVALUATION CRITERIA

1. **Proposers' Qualifications And Relevant Experience/ References** — **Weight 35% (35pts)**
   (See Section 3.1)

2. **Team/Staff Quality and Overall Expertise** — **Weight 25% (25pts)**
   (See Section 3.2)

3. **Fee Proposal** — **Weight 25% (25 pts)**
   (see Section 3.4)

4. **Location/Accessibility/availability to County** — **Weight 15% (25pts)**
   (See Section 3.3)

2.19 AWARD OF CONTRACT

The award, if any, will be made to the responsive, responsible Proposer whose Proposal is considered to be the most advantageous to the County based on the County's opinion after review of every such Proposal including, but not limited to, price.

The recommended Proposer shall provide documentation that demonstrates that the individual(s) executing the Contract has the authority to do so and to legally bind the recommended Proposer. A contract must be completed and executed by the recommended Proposer and the Board of County Commissioners before it becomes valid and effective. If these conditions and contract negotiations, if applicable, are not met and/or completed within a reasonable timeframe as determined by the County the County may elect to cancel the recommended award and make the award recommendation to the next most advantageous proposer. This process may continue until such time as the County has determined to cancel the procurement in its entirety.

2.20 STANDARD CONTRACT PROVISIONS (ATTACHMENT 1)

The selected Proposer will be required to execute a contract similar to the attached Sample Standard Contract (Attachment 1). If a Proposer has comments related to any of the provisions in this RFP and/or the Sample Standard Contract, comments must be made in writing and submitted no later than the date specified in the RFP Timetable (see Section 1.8).

By submitting a proposal, Proposer is representing that Proposer has read, understood, and is willing to be bound by all the terms of the attached Sample Standard Contract provisions (general and specific).

The Sample Standard Contract provisions (general and specific) will be incorporated into any contract resulting from this RFP. Should any selected Proposer and the County be unable to consummate a written contract, the County may proceed to the next most advantageous Proposal or issue a new solicitation or cancel the procurement process in its entirety.

The County does, however, retain the right to modify the Sample Standard Contract during the selection process and to remove from consideration any Proposer that is unwilling to agree to the suggested modifications.

Proposer will sign the Sample Standard Contract, as attached and/or as subsequently modified, prior to being presented to the BCC for consideration and selection. Proposer shall provide documentation that demonstrates that the individual(s) executing the Contract has the authority to do so and to legally bind Proposer.

2.21 COMMENCEMENT OF WORK

This RFP does not, by itself, obligate the County. The County's obligation will commence on the start date set forth in the contract duly approved by both parties. The County will not be responsible for any work done by the Proposer, even work done in good faith, if it occurs prior to the contract start date set by the County.

The performance of work will be on an as-needed basis. There is no guaranteed minimal amount of work to be performed on behalf of the County.

2.22 INSURANCE REQUIREMENTS

Prior to the effective date of the Contract, it shall be the responsibility of the successful Proposer to provide evidence of the minimum amounts of insurance coverage specified in Attachment 1, Article 9, to Palm Beach County through the Contact Person set forth in Section 1.10, unless otherwise notified by County.

The successful Proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein (see Attachment 1, Article 9). Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the successful Proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Proposer under the Contract.

In addition, Proposer shall indemnify, hold harmless, protect, reimburse and defend the County, its agents, elected officials, and employees from and against any and all claims, liability, losses, expenses, costs, damages, and/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 the successful Proposer, including any agent, member, partner, associate, or employee thereof.

2.23 DRUG FREE WORKPLACE CERTIFICATION

Proposer should submit with their Proposal an executed Drug Free Workplace Certification (Appendix *E*) indicating that the Outside Counsel has implemented a Drug Free Workplace Program which meets the requirements of Section 287.087, F.S.

2.24 AUTHORIZED SIGNATURE

The authorized representative signature required on all Proposals and the Contract must be made by an officer of the company (if applicable).

2.25 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S. 287.05701

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

2.26 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a Contract or performing any work in furtherance hereof, the Proposer 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.

2.27 DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to a directive by the BCC, the Disclosure of Ownership Interest affidavit (DOIA, Appendix C) must be completed on behalf of any individual or business entity that seeks to do business with the County when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, F.S., whose interest is for sale to the general public.

Upon request from the County Attorney's Office, after posting the Recommended Proposers, each Recommended Proposer shall submit a completed DOIA (Appendix C) within a reasonable time. If a Recommended Proposer fails to submit a completed DOIA in a timely manner, the County, at its sole discretion, may elect to cancel the recommendation to the BCC for consideration and selection to that Recommended Proposer.

SECTION 3
PROPOSAL REQUIREMENTS

PROPOSAL FORMAT AND CONTENT

Format

Proposer **shall** submit one (1) unbound original, and one (1) electronic copy in pdf (CD or flash drive) of the complete Proposal. Proposals should be typed, double-spaced and submitted on 8 ½" x 11" size paper. Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table of Contents

Proposals should contain a Table of Contents. The Table of Contents outlines in sequential order all of the areas of the Proposal and it allows for clarity and ease of review of the Proposal.

Letter of Transmittal

Proposals should contain a Letter of Transmittal addressed to the Contact Person listed in Section 1.10, and should, at a minimum, contain the following:

a. Identification of Proposer, including name, address and telephone number.

b. Proposed working relationship between Proposer and subcontractors, if applicable.

c. Name, title, address, telephone/fax numbers and e-mail address of contact person during period of Proposal evaluation.

d. Signed by a person authorized to bind Proposer to the terms of the Proposal.

Technical Proposal

Proposals shall contain all of the documents listed below, each fully completed, signed, and notarized as required. Failure of Proposer to provide the required information is considered sufficient cause to deem the Proposal non-responsive.

The items(s) marked by an asterisk (*) should be a part of the Proposal; however, if these items are omitted, Proposer must submit the item(s) upon request from the County within a timeframe specified by the County (normally within two working days of request) or the Proposal shall be deemed non-responsive. All other items must be submitted with the Proposal or it shall be deemed non-responsive.

Each of the following requirements should be addressed in separate sections of the Proposal.

3.1 PROPOSERS' QUALIFICATIONS AND RELEVANT EXPERIENCE

3.1.1 – Provide an overview of your firm's history, capability, and business ability relative to the scope of work provided.

3.1.2 - Describe your firm's qualifications in providing similar work and provide information on your firm's organizational structure. Include special expertise your firm has dealing with similar projects and engagements.

3.1.3 - Provide your firm's experience working with local governments pertaining to the scope of work. Include references which should include the name of client company, contact names, addresses, e-mail address, telephone/fax numbers, dollar amount of contracts and dates of service; scope of work, types of services performed, and number of full-time staff provided.

3.1.4 - Demonstrate proven experience in accomplishing or completing the following or similar work;

a) Providing legal representation for injunctive relief for code compliance related matters.
b) Providing legal representation pertaining to foreclosure of liens and recovery of money judgments.

3.1.5 – Proposer may submit other information and experience that demonstrates Proposer's expertise relative to the Scope of Work.

3.2 TEAM/STAFF QUALITY AND OVERALL EXPERTISE

3.2.1 – Provide the full name, state of the bar license and license number, a copy of any board certification currently held, and resume/profile of the attorney who will assume primary responsibility for Proposer's obligations under the Contract, and all attorneys who will provide services under the Contract. All attorneys who provide services under the Contract must be a member in good standing of the Florida bar, and must personally demonstrate ability, knowledge, and expertise relative to the Scope of Work. This section should detail the experience, education, expertise, qualifications, and knowledge of each attorney relative to the Scope of Work, including the length of time that each attorney has practiced law and specialized in the services and matters listed in the Scope of Work, number of non-jury trials and jury trials (first-chair), and identify board certifications

3.2.2 – A description of the role of each attorney and other key personnel who will be responsible for providing the services under the Scope of Work or otherwise handling and monitoring the Contract.

3.2.3 – Identify any attorney(s) Proposer who has had any disciplinary action, malpractice claim, grievance, criminal action, or like proceeding filed against him or her where a determination in favor of a complainant or a finding of probable cause was entered. Please describe the nature of the complaint(s) and the ultimate resolution.

3.2.4 - The full legal name and organizational structure of the firm.

3.2.5 – An affirmative statement to the effect that, to your knowledge, the retention of your firm would not result in a conflict of interest with any party in potential litigation related to the Scope of Work. Alternatively, should any potential conflict exist, specify the party with which there might be a conflict, the nature of the potential conflict, and the means proposed to resolve such conflict. List all governmental entities in Florida that you have a current contractual relationship with and briefly describe the nature of the relationship.

3.2.6- Provide a description of the nature and magnitude of any litigation or proceeding whereby, during the past five years, a court or any administrative agency has ruled against your firm in any matter related to the processional activities of the firm. Similar information shall be provided for current or pending litigation.

3.2.7 - Submit samples of engagements where the firm has been successful providing services as listed in the Scope of Work.

3.3 LOCATION AND ACCESSIBILITY AND AVAILABILITY TO COUNTY

3.3.1 Proposer shall specify the location(s), including the complete physical address, where the work for this project will be performed, including work performed by subcontractors, if applicable. Points for location shall be determined based upon the requirements of the project.

3.3.2 Proposer shall thoroughly explain its accessibility and availability for meetings, general communications, coordination, and supervision. Proposer shall describe its local availability and degree of accessibility to the County. Describe the logistics of the Proposer's accessibility to the County in terms of the geographic location of individuals with primary responsibility for the client relationship with the County, and the travel time and restrictions, if any, to be on site at the County.

3.4 COMMERCIAL NON-DISCRIMINATION

As a condition of submitting a Proposal to the County, Proposer represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, Proposer shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or

genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Proposer retaliate against any person for reporting instances of such discrimination. Proposer shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. Proposer 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. Proposer shall include this language in its subcontracts.

At the time of Proposal submission, the Proposer shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Indicate your agreement to the foregoing by signing the Price Proposal Page(s).

In accordance with Palm Beach County Code Section 2-80.24, this certification and agreement must be completed and submitted with the Proposal for all solicitations.

3.5 PRICE PROPOSAL INFORMATION

Proposer shall submit the attached Price Proposal Page(s) (Appendix A) filled out and signed. The County shall pay the selected firm for hourly services provided in an amount not to exceed $300,000 per year. The performance of work under this Contract will be on an as-needed basis. There is no guaranteed minimal amount of work to be performed on behalf of the County.

Offers will receive up to the maximum points listed in 2.18 above, based upon the reasonableness of the total price and competitiveness of this amount with other offers received.

In order for the County to make payment, the Vendor's Legal Name, Vendor's Address and Vendor's TIN/FEIN Number on Proposer's Proposal and Contract must be exactly the same as it appears on the invoice and in the County's Vendor Self Service (VSS) system. Contractor **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the County's representative set forth in the Contract**.** Invoices submitted on carbon paper shall not be accepted.

PALM BEACH COUNTY
FINANCE DEPT.
P.O.BOX 4036
WEST PALM BEACH, FL 33402-4036

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who do not have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com.

3.6 BUSINESS INFORMATION

Each Proposer shall complete and submit the attached Business Information Page (Appendix B).

3.7 AMENDMENTS TO THE RFP

It is Proposer's responsibility to assure receipt of all amendments. Proposer shall verify with the designated contact person, prior to submitting a Proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the Proposal or the Proposal shall be deemed non-responsive.

3.8 ADDITIONAL APPENDICES - ADDITIONAL INFORMATION

Information considered by Proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposer are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

3.9 NON GOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

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

3.10 PROHIBITION AGAINST USING DIVERSITY, EQUITY, AND INCLUSION MATERIAL - F.S. 287.139

Proposer hereby certifies to the County that proposer does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statute, as amended.

Proposer has executed Exhibit E, Prohibition Against Using Diversity, Equity, and Inclusion Material - F.S. 287.139, which is attached hereto and incorporated herein by reference.

3.11 LITIGATION HISTORY

Proposers shall list and provide the following:

1. All pending litigation against Palm Beach County.
   a. Provide the case style and corresponding case number.

2. All pending litigation where Proposer and Palm Beach County are parties.
   a. Provide the case style and corresponding case number.

3. All past litigation against Palm Beach County or where Proposer and Palm Beach County were parties.
   a. Provide the case style and corresponding case number.

4. All pending demands, protests, or requests for alternative dispute resolution pertaining to contracts and Projects with Palm Beach County.
   a. Provide the Contract date and number, as well as the Project name and number.

5. All Contract numbers/Project names and numbers where Proposer is actively, or has in the past, participating in alternative dispute resolution pertaining to Contract and Projects with Palm Beach County.

6. All pending litigation against any governmental entity.
   a. Provide the full name of entity, case style, corresponding case number, and State and County.

7. All governmental entity names/agency names, Contract numbers, Project names and numbers, and corresponding dates where it has been or is currently alleged Proposer is in default of contract.

8. All governmental entity names/agency names, Contract numbers, Project names and numbers, and corresponding dates where Proposer was suspended as it related to performance of a Contract.

9. All pending litigation against any non-governmental entity where Proposer alleges breach of contract against said entity:
   a. Provide the full name of entity, case style, corresponding case number, and State and County.

10. All past litigation against any non-governmental entity where Proposer alleged breach of contract against said entity:
    a. Provide the full name of entity, case style, corresponding case number, and State and County.

In reference to 1.-10. above, for cases that are ongoing, provide the status of the case.

Failure to provide the above information with your response will deem the Proposer nonresponsive. Based on the information provided above, a Proposer may be deemed non-responsible if in current litigation with Palm Beach County or any other governmental entity or has previously been in litigation with Palm Beach County or any other governmental entity within the past five (5) years with outcome.

3.12 RELATED ENTITIES

Proposers shall disclose if a proposed subcontractor or supplier is associated with or related to the entity as part of the ownership group, board or management of the entity responding to the solicitation.

SECTION 4
SCOPE OF WORK/SERVICES

4.1 SCOPE OF WORK:

When requested by the County through the Office of the County Attorney, the successful firm(s) shall render legal advice and provide representation on code compliance related matters as follows:

4.1.1 Provide representation in all aspects of litigation including any related appeals and counterclaims, from initiation to conclusion pertaining to code compliance related matters, including but not limited to: injunctive relief for code violations; foreclosure of liens; recovery of money judgments for the amount of the liens plus accrued interest, if any; and instituting any lawful civil action or proceeding to correct and prevent code violations.

4.1.2 Outside Counsel shall provide the County or the County Attorney's Office with any information related to the services performed under the Scope of Work upon request including a summary report of all activities undertaken, if requested by the County or the County Attorney's Office. This may include meetings with the County Commissioners or presentations at shade meetings or County Commission meetings or otherwise as necessary to inform and obtain direction from the County.

4.1.3 The County and the County Attorney's Office shall be notified and consulted upon any potential for resolution for any lawsuit filed on the County's behalf including any related appeals or counterclaims. Any potential settlement is subject to County's approval.

4.1.4 Outside Counsel acknowledges and agrees that any legal action initiated, undertaken, or continued by Outside Counsel on County's behalf shall be done so based solely on the County's reliance on Outside Counsel's expertise, judgement, and recommendation. Accordingly, should attorney's fees, costs, interest, penalties, and/or damages of any kind be awarded or entered against the County in or arising from any legal action initiated, undertaken, or continued by Outside Counsel, then Outside Counsel shall assume responsibility for such.

4.1.5 Outside Counsel shall be familiar with and shall comply with all laws and regulations applicable to the services contemplated herein.

4.1.6 The County reserves the right to terminate the Contract upon notice as provided for in Article 5 of Attachment 1 (Sample Standard Contract). Except in the event that the County terminates the Contract for good cause, Outside Counsel shall be entitled to reasonable legal fees for the actual legal services provided by Outside Counsel prior to the date of termination of the Contract. If Counsel has filed a notice of representation in any court case, fees will continue until the court approves withdrawal and substitution provided Outside Counsel acts promptly to terminate representation before the court.

4.2 COMPENSATION:

As compensation for legal advice and representation provided to the County, the County shall pay the selected firm(s) as follows:

4.2.1 A standard hourly rate as provided in the Proposer's price proposal page for legal advice and representation in an amount not to exceed $300,000 per year. The maximum recommended hourly rates for this engagement are included below. Proposers are encouraged to propose rates at or below the amounts listed below; however, higher rates may be considered if supported by a detailed justification, including scope complexity, required expertise, and market data.

PARTNER HOURLY RATE	$ 320.00
ASSOCIATE HOURLY RATE	$ 200.00
PARALEGAL HOURLY RATE	$ 110.00

4.2.2 Should the firm deem experts or consultants are necessary and appropriate to assist in its representation, and prior approval of County is obtained, compensation for such assistance shall be in accordance with the County's approved hourly rates and itemized as to dates and amounts as submitted.

4.2.3 Reimbursement – The County shall reimburse the selected firm(s) for the following expenses:

a) Reasonable and customary out of pocket expenses for such items as photocopying, delivery charges, service of process, filing fees, court reporters, subpoena fees, and other similar items. Proposer shall use a court reporter recommended by the County. When seeking reimbursement for photocopying, Proposer shall have tracking availability on copiers and provide information sufficient to substantiate photocopying charges submitted with billing. The total amount of reimbursable expenses and costs shall not exceed $30,000 per year and are in addition to the total not to exceed amount per year for the legal services provided above in paragraph 4.2.1. In no event will OUTSIDE COUNSEL receive more than a total of $330,000 per year under this Contract, regardless of the purpose of the payment.

b) Expenses for hiring of experts or consultants must be approved in writing by the County Attorney.

c) Cost or expense of $100 or greater shall be supported by the actual paid invoice.

d) Expenses less than $100 shall be itemized in detail as to amounts.

e) Out of county travel mileage and per diem reimbursement shall be in accordance with Section 112.061 Florida Statute.

SECTION 5
ATTACHMENTS

ATTACHMENT 1 - SAMPLE STANDARD CONTRACT

ATTACHMENT 1
CONTRACT FOR PROFESSIONAL SERVICES BY AND BETWEEN PALM BEACH COUNTY AND _____

THIS CONTRACT is made as of the _____ day of _____, 2027, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and _____, a _____ authorized to do business in the State of Florida, hereinafter referred to as OUTSIDE COUNSEL, whose Federal Tax I.D. is _____.

WHEREAS, The COUNTY desires to retain OUTSIDE COUNSEL with specialized expertise to provide legal services to the COUNTY in relation to Fair Housing Discrimination matters;

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

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

ARTICLE 1 - LEGAL SERVICES

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

b. The parties hereby agree that OUTSIDE COUNSEL shall represent the COUNTY in code compliance matters, as more particularly described in the Scope of Work. OUTSIDE COUNCIL shall provide these services in accordance with Palm Beach County RFP CA2026-03 which is attached hereto and incorporated herein as **Exhibit "A"**, and in accordance with OUTSIDE COUNSEL's response to Palm Beach County RFP CA2026-03, which is attached hereto and incorporated herein as **Exhibit "B".** In the case of a conflict between **Exhibit "A"** and **Exhibit "B"**, **Exhibit "A"** shall prevail.

c. It is anticipated that OUTSIDE COUNSEL will attempt, whenever possible, to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of staff experience required by task, and taking other actions to improve efficiency.

d. The performance of work under this Contract will be on an as-needed basis. There is no guaranteed minimal amount of work to be performed on behalf of the County.

e. The COUNTY's representative / liaison during the performance of this Contract shall be Shannon Fox; Phone Number 561-355-3783; E-Mail: SXFOX@pbc.gov, copy to NVolpi@pbc.gov. The County may change its representative/liaison by proving written notice to OUTSIDE COUNSEL'S representative/liaison by electronic mail with a delivery

receipt to the electronic email address provided below in Article 1.f.

f. OUTSIDE COUNSEL's representative / liaison during the performance of this Contract shall be _____.

ARTICLE 2 - SCHEDULE TERM

The term of the Contract shall be effective as of February 22, 2027, as approved by the Palm Beach County Board of County Commissioners and shall and shall remain in effect through February 1, 2030 (a period of approximately three (3) years), with two (2) one (1) year renewal options under the same terms and conditions stated herein, unless terminated sooner as provided for herein.

ARTICLE 3 - PAYMENTS TO OUTSIDE COUNSEL

a. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (as specified in paragraph g. below) shall not exceed a total contract amount of $300,000 per year for legal services rendered on a per hour basis according to the following hourly rates, for time reasonably, competently, and actually spent by lawyers, law clerks, and Florida Registered paralegals:

   [add hourly rates for partners, associates, paralegal, etc. ,from Appendix A Price Proposal Pages]

b. OUTSIDE COUNSEL understands that its legal services will be capped at $300,000 for each year of the Contract. Should the County exercise the renewal options under Article 2, each year will be capped at an amount not to exceed $300,00 per year.

c. OUTSIDE COUNSEL shall notify the COUNTY when the billable fees and costs reach ninety percent (90%) of the not-to-exceed amount provided for herein, or $285,000, per year.

d. OUTSIDE COUNSEL shall invoice the COUNTY on a monthly basis. The monthly bills shall be submitted through Clio Co-Counsel for review and approval prior to payment. The bills shall be itemized to reflect each task performed by OUTSIDE COUNSEL and the actual time spent on each task, using one-tenth of an hour increments. Invoices must identify the matter by name and case number, specify the billing period, and include an itemized description of services performed, the date of each service, the time expended, and the applicable hourly rate or fee. Any reimbursable expenses must be separately itemized and supported by appropriate documentation. OUTSIDE COUNSEL shall ensure that all invoices are accurate, complete, and submitted timely through Clio Co-Counsel for review and approval. Invoices submitted outside the designated process may be returned for correction or resubmission.

e. Invoices received from OUTSIDE COUNSEL pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered

in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

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

g. The COUNTY agrees to reimburse OUTSIDE COUNSEL for reasonable out-of-pocket expenses and costs incurred during the course of providing the legal services. The expenses and costs may include, but are not limited to, reasonable and customary out of pocket expenses for such items as photocopying, delivery charges, service of process, filing fees, court reporters, subpoena fees, and other similar items. Proposer shall use a court reporter recommended by the County. When seeking reimbursement for photocopying, Proposer shall have tracking availability on copiers and provide information sufficient to substantiate photocopying charges submitted with billing. Court filing fees and costs, witness fees, and previously approved travel shall be itemized and invoiced separately.

h. The COUNTY shall not be responsible for the cost of any computerized legal research other than the actual billable hourly rate of OUTSIDE COUNSEL. Legal research in excess of one-hour requires pre-approval by County; request for approval shall describe complexity or other reason for additional time needed.

   Should the firm deem experts or consultants are necessary and appropriate to assist in its representation, and prior approval of County is obtained, compensation for such assistance shall be in accordance with the County's approved hourly rates and itemized as to dates and amounts as submitted.

i. The total amount of reimbursable expenses and costs shall not exceed $30,000 per year and are in addition to the total not to exceed amount per year for the legal services provided above in Article 3.a. In no event will OUTSIDE COUNSEL receive more than a total of $330,000 per year under this Contract, regardless of the purpose of the payment.

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

k. 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.

l. All requests for payment of expenses eligible for reimbursement under this Contract shall include legible copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of legal services. Photocopy charges shall give a general description of documents. If duplication of more than ten (10) documents is required, a general description of the category or type of documents copied will be sufficient documentation. Any out-of-county travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Contract, shall be approved by the County Attorney's Office in advance and shall be paid in accordance with Section 112.061, Florida Statutes (2026).

m. No service, interest, or other similar charge is to be imposed with regard to any item, invoice, or request.

n. In order to do business with Palm Beach County, OUTSIDE COUNSEL is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Procurement Department's Vendor Self Service (VSS) System, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If OUTSIDE COUNSEL intends to use subcontractors/subconsultants, OUTSIDE COUNSEL must also ensure that all subcontractors/subconsultants are registered as contractors/consultants in VSS. All subcontractor/subcontractor agreements must include a contractual provision requiring that the subcontractor/subconsultant register in VSS. The COUNTY will not finalize a contract award until the County has verified that the OUTSIDE COUNSEL and all of its subcontractors/subconsultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

a. Signature of this Contract by OUTSIDE COUNSEL shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged OUTSIDE COUNSEL's most favored customer for the same or substantially similar service.

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

ARTICLE 5 - TERMINATION

a. This COUNTY may terminate this Contract upon written notice to OUTSIDE COUNSEL and termination shall become effective upon receipt of such notice. This Contract may be terminated by OUTSIDE COUNSEL upon ninety (90) days written notice to the COUNTY so long as such termination is consistent with attorney's professional obligations. Unless termination is required under Rule 4-1.16(a) of the Rules Regulating the Florida Bar, before OUTSIDE COUNSEL may terminate the Contract and/or seek to withdraw as counsel of record in any pending litigation being handled pursuant to this Contract, it must return to the COUNTY one-half of all legal fees paid by the COUNTY under the Contract. Upon termination by either party, OUTSIDE COUNSEL shall transfer all work in progress, completed work, and other materials related to the legal services to the COUNTY.

b. If OUTSIDE COUNSEL terminates this Contract before completion of any pending litigation being handled pursuant to the Contract, it shall not seek, nor be awarded, any work as OUTSIDE COUNSEL for the COUNTY on this or any other matter.

ARTICLE 6 - PERSONNEL

a. OUTSIDE COUNSEL represents that at least two (2) full-time attorneys of the law firm shall be designated to handle the COUNTY's matters. The attorneys must practice primarily in litigation matters, including foreclosure, with each having at least five years of consecutive experience.

b. OUTSIDE COUNSEL represents that it has, or will secure at its own expense, all necessary personnel required to perform the legal services as required herein. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

c. The legal services shall be performed by OUTSIDE COUNSEL, or under their direct supervision. OUTSIDE COUNSEL may not substitute lead counsel without prior written authorization from the COUNTY. Such authorization shall be at the sole discretion of the COUNTY.

d. All personnel engaged in performing the legal services shall be fully qualified and, if required, authorized or permitted under federal, state, and local law to perform such services. OUTSIDE COUNSEL warrants that the legal services shall be performed by skilled and competent personnel to the highest professional standards.

e. 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.

f. All of the services required herein under shall be performed by OUTSIDE COUNSEL or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such

services.

g. Any changes or substitutions in OUTSIDE COUNSEL's key personnel must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

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

i. All of OUTSIDE COUNSEL's personnel, while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - FEDERAL AND STATE TAX

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

b. OUTSIDE COUNSEL shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

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

ARTICLE 9 - INSURANCE

OUTSIDE COUNSEL shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. OUTSIDE COUNSEL shall agree to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

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 provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

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.

a. **Commercial General Liability** OUTSIDE COUNSEL shall maintain Commercial General Liability at a limit of liability not less than $500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the COUNTY's Risk Management Department. OUTSIDE COUNSEL shall provide this coverage on a primary basis.

b. **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 shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, OUTSIDE COUNSEL shall purchase a SERP with a minimum reporting period not less than 3 years. OUTSIDE COUNSEL shall provide this coverage on a primary basis.

   Additional Insured OUTSIDE COUNSEL shall ***endorse*** the COUNTY as an Additional Insured. 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." The Additional Insured endorsement shall provide coverage to Palm Beach County Board of County Commissioners for liability arising from and during, and as a result of OUTSIDE COUNSEL'S work for COUNTY, and shall not exempt coverage based on shared liability. OUTSIDE COUNSEL shall provide the Additional Insured endorsements coverage on a primary basis.

c. **Waiver of Subrogation** OUTSIDE COUNSEL hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then OUTSIDE COUNSEL shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should OUTSIDE COUNSEL

enter into such an agreement on a pre-loss basis.

d. **Certificate(s) of Insurance** Prior to execution of this Contract, OUTSIDE COUNSEL shall deliver to the COUNTY's representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Shannon Fox, Assistant County Attorney
300 North Dixie Highway, Suite 359
West Palm Beach, Florida 33401

e. **Umbrella or Excess Liability** If necessary, OUTSIDE COUNSEL may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

f. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 10 - INDEMNIFICATION

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

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and OUTSIDE COUNSEL each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except

as above, neither the COUNTY nor OUTSIDE COUNSEL shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 12 - REMEDIES

a. This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

b. No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or OUTSIDE COUNSEL.

ARTICLE 13 - CONFLICT OF INTEREST

a. OUTSIDE COUNSEL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. OUTSIDE COUNSEL further represents that no person having any such conflict of interest shall be employed for said performance of services.

b. OUTSIDE COUNSEL shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence OUTSIDE COUNSEL's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that OUTSIDE COUNSEL may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by OUTSIDE COUNSEL. The COUNTY agrees to notify OUTSIDE COUNSEL of its opinion by certified mail within thirty (30) days of receipt of notification by OUTSIDE COUNSEL. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by OUTSIDE COUNSEL, the COUNTY shall so state in the notification and OUTSIDE COUNSEL shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by OUTSIDE COUNSEL under the terms of this Contract.

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

reference and made part of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

a. OUTSIDE COUNSEL shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of OUTSIDE COUNSEL or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

b. Upon OUTSIDE COUNSEL's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if OUTSIDE COUNSEL's failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15 - ARREARS

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

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

a. OUTSIDE COUNSEL shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

b. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by OUTSIDE COUNSEL and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

c. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

d. Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2 440, as amended.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

b. OUTSIDE COUNSEL does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 18 - CONTINGENT FEES

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

ARTICLE 19 - ACCESS AND AUDITS

a. OUTSIDE COUNSEL shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at OUTSIDE COUNSEL's place of business.

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

c. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 20 - NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, OUTSIDE COUNSEL warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, OUTSIDE COUNSEL represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, OUTSIDE COUNSEL shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall OUTSIDE COUNSEL retaliate against any person for reporting instances of such discrimination. OUTSIDE COUNSEL shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. OUTSIDE COUNSEL understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. OUTSIDE COUNSEL shall include this language in its subcontracts.

ARTICLE 21 - AUTHORITY TO PRACTICE

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

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to

which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 - PUBLIC ENTITY CRIMES

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

ARTICLE 24 - NOTICE

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

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

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

With copy to:

Whitney Carroll, Esq., AICP
Planning, Zoning & Building
2300 N Jog Road
West Palm Beach, FL 33411-2741

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

_____
_____
_____

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 26 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 27 - SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, OUTSIDE COUNSEL certifies that it, its affiliates, suppliers, subcontractors and contractors 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. 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 contractors who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by OUTSIDE COUNSEL, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

ARTICLE 28 - PUBLIC RECORDS

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

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

ii. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter

119 or as otherwise provided by law. OUTSIDE COUNSEL further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

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

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

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

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

ARTICLE 29 - 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 30 - E-VERIFY - EMPLOYMENT ELIGIBILITY

OUTSIDE COUNSEL warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. OUTSIDE COUNSEL shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the OUTSIDE COUNSEL's subconsultants performing the duties and obligations of this Contract are registered with 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)(k), 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 31 - 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 32 - 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.

ARTICLE 33 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a Contract or performing any work in furtherance hereof, 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 34 - 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 35 – PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139

OUTSIDE COUNSEL hereby certifies to the County that OUTSIDE COUNSEL does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended. Proposer has executed Exhibit D, Prohibition Against Using Diversity, Equity, and Inclusion Material - F.S. 287.139, which is attached hereto and incorporated herein by reference.

ARTICLE 36 - CRIMINAL HISTORY RECORDS CHECK

OUTSIDE COUNSEL, OUTSIDE COUNSEL's employees, subcontractors of OUTSIDE COUNSEL and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as may be amended. OUTSIDE COUNSEL is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, 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 OUTSIDE COUNSEL(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. 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 OUTSIDE COUNSEL or its subcontractor(s) terminates an employee who has been issued a badge, OUTSIDE COUNSEL must notify the County within two (2) hours. At the time of termination, OUTSIDE COUNSEL shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend OUTSIDE COUNSEL if OUTSIDE COUNSEL 1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be 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.

(Remainder of Page Intentionally Left Blank)

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

ATTEST:

YVETTE DRUCKER
CLERK OF THE
CIRCUIT COURT & COMPTROLLER,
PALM BEACH COUNTY

By: _____
Deputy Clerk

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor _____

APPROVED AS TO FORM & LEGAL SUFFICIENCY

By: _____
County Attorney

OUTSIDE COUNSEL:

_____

WITNESSES:

_____
Signature

_____
Name (type or print)

_____
Signature

_____
Name (type or print)

EXHIBIT A
RFP CA2026-03

EXHIBIT B
OUTSIDE COUNSEL RESPONSE TO RFP CA2026-03

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 _____(OUTSIDE COUNSEL) and attest that OUTSIDE COUNSEL 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) (printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this, day of , by _____

Personally known ☐ OR produced identification ☐.

Type of identification produced .

NOTARY PUBLIC
My Commission Expires:

State of Florida at large

(Notary Seal)

CONTRACT EXHIBIT D

CERTIFICATION FOR THE PROHIBITION AGAINST DIVERSITY, EQUITY AND INCLUSION MATERIAL

The Proposer certifies that:

Proposer does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as defined and may be amended in section 287.139, Florida Statute.

COMPANY NAME: _____

ADDRESS: _____

COMPANY'S AUTHORIZED OFFICIAL:

_____
Name and Title

_____
Signature

_____
Date

SECTION 6
APPENDICES

APPENDIX A - Price Proposal Page(s)

APPENDIX B - Business Information

APPENDIX C - Disclosure of Ownership Interests

APPENDIX D - Drug Free Workplace Certification

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. CA2026-03

Page 1 of 2

The following price is submitted as the all-inclusive price to provide to Palm Beach County in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

PARTNER HOURLY RATE **$ _____**

ASSOCIATE HOURLY RATE **$ _____**

PARALEGAL HOURLY RATE **$ _____**

The *Outside Counsel* certifies by signature below the following:

a. This price is current, accurate, complete, and is presented as the maximum hourly rates to be charges for legal services, for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.

b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.

c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.

d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the Outside Counsel at any time during the solicitation process and in any form deemed necessary by the County.

APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. CA2026-03

Page 2 of 2

e. The information in Section 3.5 Commercial Non-Discrimination Certification is true and correct to the best of Outside Counsel's knowledge.

f. There are no legal proceedings required to be disclosed, as required by Section 3.5 Commercial Non-Discrimination, except as disclosed in Outside Counsel's Proposal, if any.

Note: Failure to certify and submit the required information, if applicable, shall deem your Proposal non-responsive.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO. _____

SIGNATURE: _____

APPENDIX B
BUSINESS INFORMATION
RFP NO. CA2026-03

Full Legal Name of Entity:_____
(Exactly as it is to appear on the Contract/Agreement)

Entity Address:_____

_____

Telephone Number: (____)_____ Fax Number: (____)_____

Form of Entity:
[ ] Corporation
[ ] Limited Liability Company
[ ] Partnership, General
[ ] Partnership, Limited
[ ] Joint Venture
[ ] Sole Proprietorship

Federal I.D. Number:_____

(1) If Outside Counsel is a subsidiary, state name of parent company.

_____

Caution: All information provided herein must be as to Outside Counsel (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes [ ] No [ ]

If **yes** to the above, as of what date? _____

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Outside Counsel acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

APPENDIX C
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. CA2026-03

TO: **PALM BEACH COUNTY CHIEF OFFICER,**
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[ ] an individual ***or***
[ ] the _____ of _____.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: _____
_____
_____.

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____
_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, [ ] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

_____
Notary Public
_____
(Print Notary Name)
State of Florida at Large
My Commission Expires: _____

APPENDIX D
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. CA2026-03

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their Proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie Proposals are received from vendors who have not submitted with their Proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie Proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached Proposal, and received on or before time of Proposal opening to be considered. The failure to execute and/or return this certification shall not cause any Proposal to be deemed non-responsive.

Whenever two (2) or more Proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Signature Date