

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 03/11/2025 **Consent** **Regular**
 Workshop **Public Hearing**
Department: County Attorney
Submitted For: Fire Rescue

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve and determine**, pursuant to Section 2-54 of the Palm Beach County Procurement/Purchasing Code, that an additional twelve (12) month extension, from April 1, 2025 through March 31, 2026, to Contract for Professional Legal Services (Contract) with LaBovick & LaBovick, P.A., dba LaBovick Law Group (Outside Counsel), is beneficial to the interest, health, safety or welfare of the County; and
- B) approve** Third Amendment to the Contract with Outside Counsel to extend the Contract for an additional twelve (12) month period from April 1, 2025 through March 31, 2026. No payment shall be made by County; however, Outside Counsel is entitled to retain any interest, penalties, postage and/or attorney's fees and costs that may be paid by insurers.

Summary: On April 2, 2019, pursuant to a Request for Proposals, the County entered into the Contract with Outside Counsel for legal services relating to personal injury protection (PIP) insurance claims for Fire Rescue emergency transports. The Contract term was from April 2, 2019 through March 31, 2023, with two (2) one-year renewal options under the same terms and conditions. The First Amendment renewed the Contract through March 31, 2024; and the Second Amendment renewed the Contract through March 31, 2025. Staff recommends an additional twelve (12) month extension of the Contract pursuant to Section 2-54 of the Palm Beach County Procurement/Purchasing Code, which permits an extension of up to twelve (12) months when the Board determines that such an extension is beneficial to the interest, health, safety or welfare of the County. Outside Counsel represents the County on an on-going basis in the statutory process to make demand, and, where appropriate, file suit against PIP insurers to maximize the recovery of unpaid or underpaid PIP benefits for Fire Rescue auto-related emergency transports. Outside Counsel works directly with Fire Rescue's emergency transport third-party billing vendor (Billing Contractor) to review all PIP insurance claims that were not paid in full. No payments are made by the County to Outside Counsel; however, Outside Counsel is entitled to retain any interest, penalties, postage and/or attorney's fees and costs that may be paid by insurers. The PIP revenue collected by Outside Counsel on the County's behalf significantly decreased in Fiscal Year 2024, subsequent to software platform changes implemented by the Billing Contractor. The Billing Contractor has represented that they are working on an update to their billing system platform to address the issue. Furthermore, revisions to the PIP statute in 2023 limited the ability to collect attorney fees. Staff recommends this twelve (12) month extension to the Contract to continue to review how these changes impact the legal services and the need for such services. Countywide (SB)

Background and Justification: In Fiscal Year 2024, approximately 4582 Palm Beach County Fire Rescue responses to auto-related emergency incidents resulted in ground transport to area hospitals. Since 2015, the County has contracted with a PIP attorney to work with the Billing Contractor to enhance recovery of PIP benefits from insurers. Outside Counsel has legal expertise in PIP and medical billing, and a specialized information technology system, to handle the large volume of PIP claims generated by Fire Rescue's emergency transports.

Attachments:

- 1. Third Amendment to Contract for Professional Legal Services

Recommended by:  2/12/2025
County Attorney Date

Approved by: N/A _____
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	**	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No

Does this item include the use of federal funds? Yes No

Does this item include the use of state funds? Yes No

Budget Account No.: Fund 1300 Dept 440 Unit 4210 Rev Source 4260

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

**No payment shall be made by County; however Outside Counsel is entitled to retain any interest, penalties, postage and/or attorney's fees and costs that may be paid by insurers in related PIP demands or litigation. Outside Counsel's efforts resulted in the recovery of PIP revenue to Fire Rescue of approximately \$114,000 in FY 2020, \$550,000 in FY 2021, \$293,000 in FY 2022, \$116,000 in FY 2023, and \$10,000 in FY 2024.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

<p><i>[Signature]</i> <u>OFMB</u> CB 2/13 VS 2/13</p>	<p><i>[Signature]</i> <u>Contract Development and Control</u> 26.2.14.25</p>
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B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

 Department Director

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

**THIRD AMENDMENT TO CONTRACT FOR PROFESSIONAL LEGAL SERVICES
BY AND BETWEEN
PALM BEACH COUNTY AND LABOVICK & LABOVICK, P.A.,
DBA LABOVICK LAW GROUP**

THIS THIRD AMENDMENT TO CONTRACT FOR PROFESSIONAL LEGAL SERVICES is made and entered into on March 11, 2025, by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("COUNTY") and **LaBovick & LaBovick, P.A., dba LaBovick Law Group**, authorized to do business in the State of Florida, ("OUTSIDE COUNSEL"), whose Federal Tax Identification number is 65-0296629.

WHEREAS, on April 2, 2019, the COUNTY and OUTSIDE COUNSEL entered into a Contract for Professional Legal Services (R 2019-0415) ("Contract") to provide legal services to the COUNTY in the area of personal injury protection ("PIP") insurance claims arising from auto-related fire rescue emergency transport services; and

WHEREAS, the term of the Contract was approximately four (4) years through March 31, 2023, with two (2) one-year renewal options under the same terms and conditions; and

WHEREAS, on December 20, 2022, the parties entered into the First Amendment to renew the Contract for the period from April 1, 2023 through March 31, 2024; and

WHEREAS, on February 6, 2024, the parties entered into the Second Amendment to renew the Contract for the period from April 1, 2024 through March 31, 2025; and

WHEREAS, OUTSIDE COUNSEL provides legal advice, representation and services to the COUNTY on various matters relating to PIP insurance claims in order to maximize PIP payments to the COUNTY, including account and claim review, demand letters, legal action, and other issues relating to claim filing, billing and collections; and

WHEREAS, in order to maximize revenue to the COUNTY for auto-related emergency transport accounts, OUTSIDE COUNSEL coordinates their services and PIP information with the services and PIP information of the COUNTY's third-party emergency transport billing contractor ("Billing Contractor"); and

WHEREAS, the COUNTY makes no payment or reimbursement to OUTSIDE COUNSEL for services provided under the Contract or related costs; however, OUTSIDE COUNSEL is entitled to retain any interest, penalties, postage and/or attorney's fees and costs

that may be paid by insurers, provided that the COUNTY has received full payment of all PIP benefits due or has duly authorized the settlement or compromise of the PIP claim; and

WHEREAS, Section 2-54 of the Palm Beach County Procurement/Purchasing Code permits an extension of up to twelve (12) months beyond the specified term or renewal period of a contract when the Board of County Commissioners ("Board") determines that such an extension is beneficial to the interest, health, safety or welfare of the COUNTY; and

WHEREAS, the Board hereby determines that a twelve (12) month extension of the Contract is beneficial to the interest, health, safety or welfare of the COUNTY, in order to continue to review how the services are impacted by changes that were made to the Billing Contractor's billing platform, and legislative changes limiting attorney fees; and

WHEREAS, the parties mutually desire to extend the Contract for an additional twelve (12) month period from April 1, 2025 through March 31, 2026.

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

1. The facts set forth above are true and correct, and are hereby incorporated herein.
2. **ARTICLE 2. TERM** of the Contract is hereby amended to read as follows:

"ARTICLE 2. TERM

The term of this Contract is from April 2, 2019 through March 31, 2026, unless terminated sooner as provided for herein."

3. **ARTICLE 33** is hereby added to the Contract to read as follows:

"ARTICLE 33. SCRUTINIZED COMPANIES

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

B. When contract value is greater than \$1 million: As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, OUTSIDE COUNSEL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in Iran Terrorism Sector List created pursuant to Section 215.473, Florida Statutes,

as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(3)(a), Florida Statutes, as may be amended, if OUTSIDE COUNSEL is found to have been placed on the Scrutinized Companies With Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the COUNTY.

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

4. **ARTICLE 34** is hereby added to the Contract to read as follows:

“ARTICLE 34. DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

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

5. **ARTICLE 35** is hereby added to the Contract to read as follows:

“ARTICLE 35. 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 F**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.”

6. **ARTICLE 36** is added to the Contract to read as follows:

“ARTICLE 36 - 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.”

7. Except as provided herein, each and every other term of the Contract, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*
County Attorney

By: *[Signature]*
County Attorney

OUTSIDE COUNSEL:

LABOVICK & LABOVICK, P.A.,
DBA LABOVICK LAW GROUP

WITNESS

By: *[Signature]*
Signature

J. Martinez
Signature

Brian F. LaBovick
Type or Print Name

J. Martinez
Name

President and Managing Shareholder
Title

CONTRACT EXHIBIT F

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 LABOVICK & LABOVICK, P.A.
(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]
(signature of officer or representative)

Brian Labovick, OWNER
(printed name and title of officer or representative)

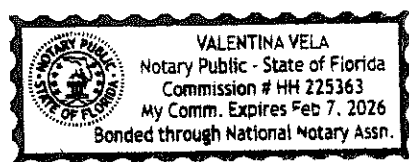
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 21 day of February, 2025, by Brian Labovick

Personally known OR produced identification .

Type of identification produced N/A

Valentina Vela
NOTARY PUBLIC
My Commission Expires: February 7, 2026
State of Florida at large



(Notary Seal)