

**CITY OF LAKE WORTH BEACH  
STANDARD AGREEMENT FOR LEGAL SERVICES**

This Standard Agreement (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **City of Lake Worth Beach**, a Florida Municipal Corporation, whose mailing address is 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“City”) and **Ward Damon P.L.**, whose local mailing address is 4420 Beacon Cir, West Palm Beach, FL 33407 (“Law Firm”).

In consideration of the mutual promises contained in this Agreement, the City and Law Firm agree as follows:

**SECTION 1 – SCOPE OF SERVICES AND TERM**

1.1 The City engages the Law Firm to provide legal representation to the City. Specifically, the City engages Jeff Pheterson, Esq., of the Law Firm to provide legal services for an hourly fee of \$375.00. The legal services to be provided are generally related to assisting the City with regards to specific legal services as assigned by the City. However, the parties reserve the right to expand the scope of this Agreement for legal services on an as-needed basis. The term of this Agreement shall be open-ended without a term with the parties retaining the right to terminate upon written notice to the other party. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

**SECTION 2 – REMEDIES**

2.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held 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 or by statute or otherwise.

**SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS**

3.1 WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney’s fees.

**SECTION 4 - AUTHORITY TO PRACTICE**

4.1 The Law Firm 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 and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 5 – SEVERABILITY**

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, 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 the Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES**

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Law Firm certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

6.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Law Firm certifies that it is not participating in a boycott of Israel. The City and the Law Firm agree that the City will have the right to terminate this Agreement if the Law Firm is found to have been placed on the Scrutinized Companies Boycott Israel List or is engaged in a boycott of Israel.

## **SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT**

7.1 The City and Law Firm agree that this Agreement sets forth the entire contract 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

## **SECTION 8 – WAIVER**

8.1 Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

## **SECTION 9 – COMPLIANCE**

9.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

## **SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG**

10.1 This Agreement shall not become effective until approved by the City Manager. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

10.2 In accordance with Palm Beach County ordinance number 2011-009, this Agreement and the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Law Firm should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

## **SECTION 11 – INDEPENDENT CONTRACTOR**

11.1 No relationship of employer or employee is created by this Agreement, it being understood that Law Firm will act hereunder as an independent contractor and none of the Law Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Law Firm pursuant to this Agreement shall have any claim against the City for compensation of any kind under this Agreement. The relationship between the City and Law Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

## **SECTION 12 –COMPENSATION AND INVOICING**

12.1 The City shall compensate the Law Firm on as set forth in Paragraph 1.1 above. This Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000) unless a written amendment hereto is approved by the City Commission.

12.2 The Law Firm shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the City's receipt of the Law Firm's invoice.

12.3 All invoices must be submitted to the City Attorney at 701 Northpoint Parkway, Suite 209, West Palm Beach, FL 33407 and to the Finance Department, 7 North Dixie Highway, Lake Worth, FL 33460, on a monthly basis for review and approval prior to payment. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The City does not accept grouping of activities or "block billing." Each task must be billed separately and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Law Firm, is not permitted by the City.

12.4 The City will reimburse the Law Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

- (a) In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought).
- (b) The City will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- (d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) The City does not pay for local travel (within Palm Beach County), including, but not limited to, Law Firm's time for such local travel and/or reimbursement for meals.
- (f) For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Lake Worth Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- (g) The City will not be responsible for the cost of any computerized legal research service that the Law Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must

be discussed with and approved in advance. Since assignments are made to Law Firms which have been selected for their expertise in particular areas of law, the City will not pay for research that is routine in nature. The City will pay only for updating and Sherardizing existing research and/or fact specific research.

**SECTION 13 - INSURANCE**

13.1 The Law Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Law Firm.

<u><b>Type of Coverage</b></u>	<u><b>Amount of Coverage</b></u>
<b>Professional liability/ Errors and Omissions</b>	\$300,000 annual aggregate
<b>Commercial General Liability Insurance</b>	\$1,000,000 per occurrence \$2,000,000 aggregate
<b>Automobile Liability (optional /per case basis)</b>	\$1,000,000 combined Single Limit
<b>Workers’ Compensation</b>	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance upon request by the City. The City shall be identified as an “Additional Insured” on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Law Firm of its liability and obligations under this Agreement.

**SECTION 14 – PUBLIC RECORDS**

14.1 The Law Firm shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City’s custodian of public records or designee, provide the City 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, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Law Firm does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Law Firm or keep and maintain public records required by the City to perform the service. If the Law Firm transfers all public records to the City upon completion of the Agreement, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains

public records upon completion of the Agreement, the Law Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF THE LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, [MCOYNE@LAKEWORTHBEACHFL.GOV](mailto:MCOYNE@LAKEWORTHBEACHFL.GOV), or 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

IN WITNESS WHEREOF, the parties hereto have caused this Standard Agreement for Legal Services to be executed as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

**WARD, DAMON P.L.**

By: \_\_\_\_\_  
I. Jeffrey Pheterson  
Partner

[Corporate Seal]