

## **TOWN OF LOXAHATCHEE GROVES STANDARD AGREEMENT FOR LEGAL SERVICES**

This Standard Agreement ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, and the **Loxahatchee Groves Water Control District**, a dependent special district of the Town of Loxahatchee Groves, with a mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 (collectively, the "Town") and **Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.** whose mailing address is 2455 East Sunrise Blvd., Ste. 1000, Fort Lauderdale, FL 33304. ("Firm").

In consideration of the mutual promises contained in this Agreement (hereinafter referred to as the "Agreement"), the Town and Firm agree as follows:

### **SECTION 1 –INDEMNIFICATION**

1.1 Intentionally deleted due to professional liability insurance coverage provided below.

### **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 this 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 this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

### **SECTION 4 - AUTHORITY TO PRACTICE**

4.1 The 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 Town upon request.

### **SECTION 5 – SEVERABILITY**

5.1 If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this 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 this 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 this Agreement, 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 Firm certifies that it is not participating in a boycott of Israel. The Town and the Firm agree that the Town will have the right to terminate this Agreement if the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Firm is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

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

7.1 The Town and 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 this 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 – TERM, TERMINATION AND EFFECT OF TERMINATION**

9.1 The term of this Agreement shall begin upon the date executed by the Town and shall continue unless earlier terminated as stated herein.

9.2 Either party may terminate this Agreement upon written notice to the other party at the mailing address provided above.

9.3 Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period and the Town is not seeking the same or similar services from a competitor of Firm, then the Town will notify Firm of such occurrence and either the Town or Firm may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever.

#### **SECTION 10 – COMPLIANCE**

10.1 Each of the parties agrees to perform its obligations under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this 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 this 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 11 – EFFECTIVENESS AND PALM BEACH COUNTY IG**

11.1 This Agreement shall not become effective until approved by the Town Council. 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.

11.2 In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. 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 12 – INDEPENDENT CONTRACTOR**

12.1 No relationship of employer or employee is created by this Agreement, it being understood that the Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim against the Town for compensation of any kind under this Agreement. The relationship between the Town and 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 13 – SERVICES AND COMPENSATION**

13.1 The initial scope of services under this Agreement shall be for the Firm to provide all services regarding the defense of the case of John Pata, et. al v. Town of Loxahatchee Groves, Case No. 502021CA011838XXXMB.

13.2 The Town agrees to compensate the Firm at the hourly rate of two-hundred and seventy-five dollars (\$275.00) per hour for the Firm's attorneys and one-hundred and seventy-five dollars (\$175) per hour for the Firm's paralegals. The Town shall not reimburse the Firm for any additional costs incurred as a direct or indirect result of the Firm providing services to the Town under this Agreement, except for those costs allowed under paragraph 13.7.

13.3 The Town and Firm may amend this Agreement to add additional services to be provided by the Firm and related compensation beyond the amount stated herein.

13.4 The Firm shall render monthly invoices to the Town 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 Town's receipt of the Firm's invoice.

13.5 This is a non-exclusive Agreement and the Town does not guarantee that any further services beyond those stated herein will be requested of the Firm.

13.6 All invoices must be submitted to the Town, 155 F Road, Loxahatchee Groves FL 33470, 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 Town 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 Firm, is not permitted by the Town.

13.7 The Town will reimburse the 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.

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.)

The Town will not pay for local facsimile transmissions.

Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.

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.

The Town does not pay for reimbursement for meals.

For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

The Town will not be responsible for the cost of any computerized legal research service that the Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Town 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 firms which have been selected for their expertise in particular areas of law, the Town will not pay for research that is routine in nature. The Town will pay only for updating and shepardizing existing research and/or fact specific research.

#### **SECTION 14 - INSURANCE**

14.1 The 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 Town and the Firm.

##### **Type of Coverage**

##### **Amount of Coverage**

**Professional liability/  
Errors and Omissions**

\$300,000 annual aggregate

**Automobile Liability (optional /per case basis)**

\$300,000 combined Single Limit

**Workers' Compensation**

Must be in accordance with State and Federal  
Laws (no minimum amount)

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

#### **SECTION 15 – E-VERIFY**

15.1 Pursuant to Section 448.095(2), Florida Statutes, the Firm shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants' newly hired employees;
- b. Secure an affidavit from all sub-consultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;
- c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Firm may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

#### **SECTION 16 - COUNTERPARTS**

16.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

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

ATTEST:

**TOWN OF LOXAHATCHEE GROVES**

By: \_\_\_\_\_  
Lakisha Burch, Town Clerk

By: \_\_\_\_\_  
Robert Shorr, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Office of the Town Attorney

**FIRM:**  
**JOHNSON, ANSELMO, MURDOCH,**  
**BURKE, PIPER & HOCHMAN, P.A.**

By: /s/ Jeffrey L. Hochman  
Jeffrey L. Hochman