

## **AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, by and through its Board of Commissioners, hereinafter referred to as the RBCRA and PITTMAN LAW GROUP, L.L.C., a body corporate, organized and existing under the laws of the state of Florida hereinafter referred to as to the "FIRM".

### **RECITALS**

**WHEREAS**, on March 3, 2021, the RBCRA issued RFQ 1-027-21-02 seeking a qualified attorney or law FIRM interested in providing legal services to the RBCRA, as its General Counsel; and

**WHEREAS**, on June 09, 2021, after a review of the proposals submitted and oral presentations, the RBCRA voted to award the contract to the FIRM; and

**WHEREAS**, this Agreement incorporates the relevant terms of the RFQ and the FIRM's Proposal.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants and obligations contained herein, RBCRA and FIRM hereby agree as follows:

#### **A. Scope Of Services**

The FIRM hereby agrees to render the services to the RBCRA as set forth in the Scope of Services attached hereto as Attachment A ("Services") and incorporated herein by this reference. Chris L. Smith (Lead Counsel) is hereby designated as General Counsel and shall personally endeavor to be available on a priority basis to advise and counsel the RBCRA on all matters involving the interests of the RBCRA. Opal McKinney-Williams, Sean Pittman and the other members of the FIRM will be available to assist in the provision of Services, as needed. In addition to its principal office in Tallahassee, Leon County, the FIRM shall maintain an office in Riviera Beach, Florida for the pendency of this Agreement. The FIRM shall use its best efforts to assign members of the FIRM to perform Services to the RBCRA whose special training, education, experience and expertise are most appropriate. Should RBCRA not be satisfied with the services of any attorney assigned to RBCRA, the FIRM shall make adjustments in assignments as requested by RBCRA.

#### **B. Compensation & Invoicing**

1. Compensation. As consideration for the Services, the RBCRA shall pay to the FIRM the fees described in Attachment B attached hereto and incorporated herein by this reference. The FIRM shall not be entitled to any additional work fee, success fee, contingent payment, or other compensation.
2. Invoicing. All invoices to the RBCRA will be itemized based on the actual services rendered and include the name, title and actual time incurred in performing services during

the billing period as well as a detailed description of the services rendered, the name of the case or matter to which the services are related and such other information as may be requested by the RBCRA from time to time. The normal terms of payment will be Net 30 Days from receipt and acceptance of the FIRM's invoice.

**C. Term, Termination & Funding Out**

1. Term. The term of this Agreement shall commence on July 14, 2021 and shall run for a term of three years, ending on July 14, 2024, unless sooner terminated as set forth below.
2. Termination. Either party may terminate this Agreement without cause on thirty (30) days written notice to the other party. The RBCRA shall pay the FIRM for all fees incurred up to the date of termination.
3. Non-Exclusivity. The FIRM may otherwise engage in the private practice of law and may represent any other clients and perform any legal services for any other clients provided such representation will not conflict with the interests of the RBCRA. Nothing herein shall prevent the RBCRA from engaging other law FIRMS to deal with issues coming before the RBCRA. In such cases where the RBCRA opts to hire separate counsel, it shall notify the FIRM. The FIRM shall cooperate with such other counsel as needed and oversee the work of said counsel.

**D. Independent Contractor**

1. No member of the FIRM shall be considered to be employees of the RBCRA. It is understood that the FIRM and all of its members are engaged by the RBCRA as an independent contractor and not as an employee. The RBCRA shall not be responsible for any additional withholding taxes (FICA or FUTA) with respect to any member of the FIRM or for the payment of or provision for retirement, medical or other employee benefits to the FIRM or any member thereof; provided however, that the RBCRA shall pay such sales tax or other tax as may be imposed upon legal services rendered under this agreement pursuant to state law.
2. The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CRA, nor is the Independent Contractor authorized to use the CRA's Tax Exemption Number in securing such materials.

**E. Insurance**

1. Prior to execution of this Agreement by the CRA the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent

Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CRA's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

2. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.
3. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.
4. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance of \$1,000,000 per accident, \$1,000,000 per accident this is duplicative], \$1,000,000 disease each employee, \$1,000,000 disease policy limit and Employer's Liability Insurance of \$1,000,000 per occurrence.
5. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the CRA as an "Additional Insured".

#### **F. Compliance With Law**

FIRM is a Professional Limited Liability Company, organized under the laws of the State of Florida, and possesses any and all licenses (including a business license in the City where FIRM has its business) and/or governmental approvals to perform the Services contemplated by this Agreement. FIRM agrees to comply with all applicable federal, state, and local laws, regulations and orders relating to the Services.

#### **G. Section 119.0701 Disclosure**

To the extent this provision is applicable, the FIRM agrees to the following:

- A. Keep and maintain public records required by the RBCRA to perform the service.

B. Upon request from the RBCRA's custodian of public records, provide the RBCRA 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 the 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 the contract term and following completion of the Agreement if the FIRM does not transfer the records to the RBCRA.

D. Upon completion of the contract, transfer, at no cost, to the RBCRA all public records in possession of the FIRM or keep and maintain public records required by the RBCRA to perform the service. If the FIRM transfers all public records to the RBCRA upon completion of the contract, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FIRM keeps and maintains public records upon completion of the contract, The FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the RBCRA, upon request of the RBCRA's custodian of public records, in a format that is compatible with the information technology systems of the RBCRA.

E. The failure of the FIRM to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the RBCRA.

**F. IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Tamara Seguin at TSeguin@rbcra.com and/ or 561-844-3408 at 2001 Broadway, Suite 300, Riviera Beach, FL 33404.**

## **H. GENERAL PROVISIONS**

1. The Article, Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

2. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement, shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Florida. Venue shall lie in Palm Beach County.

3. This Agreement constitutes the sole and only agreement of the contracting parties and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter. There are no promises, terms, conditions or obligations of the parties pertaining to that subject matter other than as contained in this Agreement.

4. Neither this Agreement nor any rights under this Agreement may be assigned by any party without the prior written consent of the other party.
5. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
6. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.
7. If any action at law or in equity, including an action for declaratory relief is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which the court may set in the same action or in a separate action brought for the purpose, in addition to any other available relief.
8. Each party shall bear the expenses (including attorneys' fees) incurred by it in connection with the negotiation, execution, and delivery of this Agreement and the consummation of the transactions described in this Agreement.
9. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party or its or any other party's compliance with any representations or warranties or with any provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
10. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
11. Any notices to be given under this agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested.
12. Effective Date. This Agreement shall be deemed and become effective on the date of its execution (the "Effective Date"). The Firm's start date shall be July 14, 2021.
13. In accordance with Palm Beach County Ordinance number 2011-009 as codified in 2-421 through 2-440 of the County's Code, the FIRM acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The FIRM has reviewed the Ordinance and is aware of its rights and/or obligations under such Ordinance.

This Agreement is subject to any and all applicable conflict of interest provisions found in the CITY of Riviera Beach Procurement Ordinance, Chapter 16.5, the Palm Beach County Code

of Ethics and Ch. 1 12, Part III, Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the FIRM shall continue to disclose to the RBCRA any possible conflicts of interests. The FIRM's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the RBCRA.

**IN WITNESS WHEREOF**, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

**RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

**BY:** \_\_\_\_\_  
SHIRLEY LANIER, CHAIRPERSON

**ATTEST:**

**BY:** \_\_\_\_\_  
JONATHAN EVANS, MPA, MBA, ICMA-CM  
EXECUTIVE DIRECTOR

**REVIEWED AS TO FORM AND  
LEGAL SUFFICIENCY**

**BY:** \_\_\_\_\_  
DAWN S. WYNN, CITY ATTORNEY

Date: 7/7/2021

**CONSULTANT  
PITTMAN LAW GROUP, LLC**

**BY:** \_\_\_\_\_  
SEAN PITTMAN, ESQ.

ATTACHMENT A  
SCOPE OF SERVICES

- a. Providing legal advice and counsel to the RBCRA, the RBCRA and all of its officers in matters relating to their official duties.
- b. Attending all meetings of the RBCRA.
- c. Advising, researching, assisting and rendering written opinions to the RBCRA on a wide variety of legal areas including but not limited to: redevelopment law, general municipal law, special district law, general state and federal laws, real estate law, Sunshine Law, public records law, and contract law relating to redevelopment, special districts, intergovernmental and rules and regulations.
- d. Conducting research and analysis of specific legal questions, prepares memoranda, opinions and position papers upon requests.
- e. Advising, researching, and assisting the RBCRA on a wide variety of legal areas including, but not limited to: grants, budgets, bonds, acquisition and disposition of land, tax increment collection, appropriateness of expenditures, public disclosure issues, land leases, purchasing and procurement, and laws and legal opinions related to the undertaking and administration of redevelopment in the State of Florida.
- f. Preparing, reviewing, or advising on all contracts, bonds, and all other legal and official instruments in which the RBCRA is concerned and shall endorse of each his approval of the form and correctness.
- g. Assisting the RBCRA in preparation, drafting, revisions of resolutions, contracts and amendments to contracts, leases, policy and procedural manuals, and other legal documents at the request of the CRA RBCRA or Executive Director.

## ATTACHMENT B

### FEE SCHEDULE

- A. Monthly Retainer. A monthly retainer of \$10,000 which will apply for the first 40 hours of Services provided to the RBCRA.
- B. Additional Fees. Any Services provided in excess of the first 40 hours will be billed at the rate of \$250 per hour for each attorney.
- C. Reimbursable Expenses. Reimbursable Expenses will be paid, if approved in writing in advance, for the following items:
1. Expenses of transportation when traveling in connection with Services;
  2. Photocopies must be paid at no more than 10 cents per black and white copy. Color copies shall not be reimbursed absent prior written request and approval;
  3. Postage where certificates of receipt or overnight or expedited delivery;
  4. Process server fees; and
  5. Other fees with prior approval of the RBCRA Executive Director or designee.