

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the City of Ocala, Florida (“City”), 110 SE Watula Ave, Ocala, FL 34471, and Roper, P.A., a Florida corporation, 2707 E. Jefferson Street, Orlando, Florida 32803.

WITNESSETH

WHEREAS, Roper, P.A. is a law firm of attorneys and counselors at law, all of which are duly licensed by the Florida Bar and authorized to practice the profession of law in the State of Florida; and

WHEREAS, the City desires to retain the services of Roper, P.A., on an ongoing basis, for various legal assignments as deemed necessary by the City; and

WHEREAS, legal services are exempt from the formal solicitation process; and

WHEREAS, the City has determined that it is in its best interest to enter into an agreement with the law firm of Roper P.A. for the provision of legal services on an as-needed basis for litigation and other legal matters.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Roper P.A. shall provide legal services to the City as requested from time to time and assigned by the City Attorney. Said legal services will be provided in a professional, ethical, competent, and efficient manner, consistent with the prevailing standard of care in the profession and jurisdiction. Roper P.A. will timely report and keep the City informed of all pertinent developments and deadlines applicable to matters which it is handling.

2. Any attorney with the firm of Roper P.A. who provides legal services on behalf of the City shall, at all times, be duly licensed and remain in good standing with the Florida Bar.

3. Roper, P.A. shall be compensated for professional services rendered at the hourly rates set forth below, for the reasonable time expended by its lawyers and paralegals on matters assigned to the law firm by the City:

Applicable rates:

a. General: Negligence, general liability, premises liability, automobile liability litigation or other non-litigation assignments:

Rates- Partner- \$275/hour; Associate-\$225/hour; Paralegal-\$110/hour.

b. Complex litigation (e.g., civil rights, law enforcement, land use, employment):

Rates- Partner \$300/hour; Associate-\$250/hour; Paralegal-\$130/hour.

The parties will agree at the time the assignment is made whether the matter will be deemed "General" or "Complex" for purposes of determining the appropriate rates.

4. Roper P.A. shall issue monthly itemized statements for professional services rendered on those matters assigned to the firm for handling by the City, including a brief description of the task, the amount of time spent on the task (in 1/10th hour increments), and the total fee for the task. The City will be responsible for those reasonable charges and costs incurred by Roper P.A., with the City's authorization, in connection with this legal representation, and will be responsible for reimbursing Roper P.A. for any actual costs advanced on its behalf. Those expenses may include items such as court reporter fees, subpoenas, witness fees, expert fees, expenses charged for producing medical, employment records, copy costs, court filing fees, copies, computer research, postage/courier services, etc. Receipts will be provided, upon request, for any expense for which reimbursement is sought. Those monthly statements shall be payable by the

City within thirty (30) days of receipt, in accordance with its standard financial processes and procedures.

5. Roper P.A. shall at all times maintain general liability insurance and professional liability insurance in an amount acceptable to the City. Upon request, Roper P.A. shall provide the City with Certificates of Insurance evidencing such insurance coverage.

6. Nothing in this Agreement shall be construed as creating an employer/employee relationship between the City and any of the attorneys or other employees in the firm of Roper P.A. Roper P.A. shall be deemed, for all purposes set forth herein, an independent contractor. No attorney or other employee of Roper P.A. shall be eligible for any employment benefits which the City provides to its employees. No attorney or other employee of Roper P.A. is eligible to receive Florida State Retirement Benefits as a result of this contractual relationship with the City.

7. This agreement is terminable at will by either party, with or without cause, by providing thirty (30) days written notice. However, termination of the agreement will not relieve the City's obligation to pay those fees and expenses incurred prior to notice of termination.

8. This Agreement constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein.

9. The covenants, terms and conditions contained herein may be amended, altered and/or modified only upon the express written consent of the parties hereto. In the event of any conflict between the covenants, terms and/or conditions hereof and any amendment(s) hereto, the latest executed amendment shall take precedent.

10. Waiver by either party, of a breach of any provision of this Agreement, by the other party, shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

11. Pursuant to Florida Statutes, Section 448.095, Roper P.A. shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees.

12. Pursuant to Florida Statutes, Section 119.0701:

IT IS ACKNOWLEDGED THAT THE CITY'S CUSTODIAN OF PUBLIC RECORDS IS AS FOLLOWS:

**NAME: OFFICE OF THE CITY CLERK
CITY OF OCALA, FLORIDA**

**ADDRESS: 110 S.E. WATULA AVENUE
OCALA, FLORIDA 34471**

PHONE: (352) 629-8266

EMAIL: CLERK@OCALAFL.ORG

Roper P.A. agrees to comply with Florida's public records laws, specifically to:

- A. Keep and maintain public records required by the City for the scope of this Agreement.
- B. Upon request from the City's custodian of public records, 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 allowed by law.
- C. Ensure that any 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 Roper P.A. does not transfer the records to the City.
- D. Upon completion of this contract, transfer, at no cost, to the City all public records in Roper P.A.'s possession or keep and maintain the public records as required by the City.

If Roper P.A. transfers all public records to the City upon completion of this contract, Roper P.A. shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Roper P.A. keeps and maintains public records upon completion of the contract, Roper P.A. shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City.

13. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable it shall have no effect on any other provision of this Agreement.

14. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Marion County, Florida. The parties hereby waive their right to trial by a jury in any action, proceeding or claim, arising out of this Agreement.

15. Roper P.A. is an Equal Opportunity Employer and will comply with all equal opportunity employment laws.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day
of April 2023.

City of Ocala, Florida

Roper, P.A.

James P. Hilty, Sr., as President
Ocala City Council

Michael J. Roper, Managing Partner

ATTEST:

Angel Jacobs, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William E. Sexton, City Attorney