

## LEGAL SERVICES AGREEMENT

**THIS LEGAL SERVICES AGREEMENT** ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between the **City of Florida Procurement Hub, Florida**, a Florida municipal corporation, whose principal address is 1234 Strategic Sourcing Street, Florida Procurement Hub, FL 33333 ("**City**"), and [**Law Firm or Attorney Name**], a [State of Incorporation/Organization] [Type of Entity], authorized to do business in Florida, whose principal address is [Law Firm or Attorney Address] ("**Attorney**" or "**Firm**").

### RECITALS

**WHEREAS**, the City desires to retain the Attorney to provide professional legal services under the terms and conditions set forth herein; and

**WHEREAS**, the Attorney is duly licensed to practice law in the State of Florida and possesses the qualifications, experience, and expertise necessary to provide the requested legal services;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 The Attorney shall provide legal services to the City, which may include but are not limited to:

- Providing legal advice and counsel to City officials, boards, and staff;
- Drafting and reviewing contracts, ordinances, resolutions, policies, and other legal documents;
- Representing the City in administrative hearings, court proceedings, or other legal matters;
- Attending City Commission or Council meetings as requested;
- Any additional legal services requested in writing by the City.

1.2 Services shall be performed in accordance with all applicable laws, rules, and professional standards, including the Florida Rules of Professional Conduct.

## 2. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in effect until \_\_\_\_\_, 20\_\_, unless terminated earlier pursuant to Section 7. The City reserves the right to renew this Agreement for additional terms upon mutual agreement in writing.

## 3. COMPENSATION AND BILLING

3.1 The City shall compensate the Attorney as follows:

- ☐ Hourly Rate of \$\_\_\_\_\_ per hour for attorneys
- ☐ Hourly Rate of \$\_\_\_\_\_ per hour for paralegals
- ☐ Flat Fee: \$\_\_\_\_\_ for: (describe scope)
- ☐ Other: \_\_\_\_\_

3.2 Invoices shall be submitted monthly, detailing services rendered, names of attorneys or staff performing the work, time spent, and a brief description of each task.

3.3 The City shall pay undisputed invoice amounts within 30 calendar days of receipt. Disputed portions may be withheld pending resolution.

3.4 The City shall not reimburse travel time, office overhead, or administrative expenses unless pre-approved in writing.

## 4. INDEPENDENT CONTRACTOR

The Attorney is and shall at all times remain an independent contractor. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or employer-employee relationship between the City and the Attorney.

## 5. CONFLICTS OF INTEREST

The Attorney shall not represent any client that may create a conflict of interest with the City. The Attorney shall promptly notify the City of any actual or potential conflict and comply with the Florida Bar Rules of Professional Conduct regarding conflict resolution and waivers.

## 6. CONFIDENTIALITY

The Attorney agrees to maintain the confidentiality of all privileged or confidential information provided by the City in accordance with applicable laws and rules governing attorney-client communications, including Florida's Sunshine Law and Public Records Law, as applicable.

## **7. TERMINATION**

### **7.1 Termination for Convenience**

The City may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the Attorney.

### **7.2 Termination for Cause**

Either Party may terminate this Agreement immediately for cause, including breach of any material provision of this Agreement or violation of applicable laws or ethical standards.

7.3 Upon termination, the Attorney shall provide all records, files, and work products to the City and submit a final invoice for services performed through the termination date.

## **8. RECORDS AND AUDITS**

The Attorney shall maintain complete and accurate records of all billable time and reimbursable expenses under this Agreement for a minimum of three (3) years and shall make such records available to the City upon request for audit or inspection.

## **9. INSURANCE**

The Attorney shall maintain, at its sole expense, during the term of this Agreement:

- Professional Liability Insurance with minimum coverage of \$1,000,000 per claim/\$2,000,000 aggregate;
- General Liability Insurance, if applicable;
- Workers' Compensation, as required by law.

Certificates of insurance shall be provided to the City upon execution of this Agreement and upon renewal of any policy.

## **10. INDEMNIFICATION**

To the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes, the Attorney shall indemnify and hold harmless the City from any claims, liabilities, damages, and expenses arising out of or related to the negligent or wrongful performance of legal services under this Agreement.

## **11. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action arising under this Agreement shall lie exclusively in the state or federal courts located in \_\_\_\_\_ County, Florida.

## **12. MISCELLANEOUS**

### **12.1 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements.

### **12.2 Amendments**

This Agreement may only be amended in writing, signed by both Parties.

### **12.3 Assignment**

This Agreement may not be assigned by either Party without the prior written consent of the other Party.

### **12.4 Waiver**

No waiver of any term or condition shall be deemed a waiver of any other term or condition.

### **12.5 Severability**

If any provision is held invalid, the remainder shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date.

**CITY OF FLORIDA PROCUREMENT HUB**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST (if required by City Charter/Ordinance):

By: \_\_\_\_\_

Print Name: City Clerk (or designee)

Title: City Clerk

Date: \_\_\_\_\_

(CITY SEAL if applicable)

**[LAW FIRM OR ATTORNEY NAME]**

By: \_\_\_\_\_

(Authorized Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS (for Contractor, if required):

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

(CORPORATE SEAL if applicable)