

**TORCIVIA, DONLON,  
GODDEAU & RUBIN, P.A.**

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www.torcivialaw.com

Glen J. Torcivia  
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Christy L. Goddeau\*  
Leonard G. Rubin\*

\*FLORIDA BAR BOARD CERTIFIED  
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

Jennifer H.R. Hunecke  
Elizabeth V. Lenihan\*  
Tanya M. Earley  
Amelia Jadoo  
Daniel Harrell, Of Counsel  
Ruth A. Holmes, Of Counsel

August 4, 2025

***VIA ELECTRONIC MAIL ONLY***

Mayor and Town Council  
Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470

RE: Selection of Town Attorney

Dear Mayor and Town Council:

In accordance with your direction, I have prepared identical Professional Service Agreements with each of the three (3) law firms who have submitted Letters of Interest. Please note that primary difference in these Agreements (which I am recommending we use rather than the agreements submitted with the Letters of Interest) are the fees to be charged to the Town.

- Weiss Serota's fees are \$315 per hour for attorneys and \$125 per hour for paralegals. Please note that in response to my suggestion that Weiss Serota's minimum billing time be reduced from 2/10<sup>th</sup> of an hour to 1/10<sup>th</sup> of an hour, they suggested an increase in their rate from \$315 per hour to \$325 per hour effective October 1, 2026.
- Nason Yeager's fees are \$325 per hour for Shareholders, \$250 for Associates and \$95 for paralegal.
- Jeffrey S. Kurtz, Esq. fees are \$225 per hour for his services. Mr. Kurtz advised that he would not be available until September 2, 2025.

August 4, 2025  
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I will be available at Tuesday's meeting if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Glen J. Torcivia". The signature is fluid and cursive, with the first name "Glen" and last name "Torcivia" clearly distinguishable.

Glen J. Torcivia

cc: Francine Ramaglia, Town Manager  
Valerie Oakes, Town Clerk



**TOWN OF LOXAHATCHEE GROVES  
AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES**

This Agreement ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, whose mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 ("Town") and **WEISS SEROTA HELFMAN COLE BIERMAN, PL**, whose local mailing address is 2255 Glades Road, Suite 200E, Boca Raton, Florida 33431 ("Law Firm").

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

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

1.1

a. Law Firm's Services. As more specifically set forth in the Town's Request for Letters of Interest's scope of services, the Law Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.

b. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until January 31, 2027 or until such time as this Agreement is terminated as stated herein. The parties may, by written agreement, extend this Agreement in one (1) year increments at any time prior to January 31<sup>st</sup> each year, beginning January 31, 2027.

c. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

d. Effect of Termination. 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 municipal corporation and 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's governing board 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, 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; however, Town shall pay Firm for all services performed under this Agreement through the date of 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 Town 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 Town and the Law Firm agree that the Town 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 Town 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 Town 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 Town for compensation of any kind under this Agreement. The relationship between the Town 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 Town shall compensate the Law Firm as follows:

- a. All attorneys at \$315.00 an hour until October 1, 2026 and shall increase to \$325.00 an hour for all attorneys after October 1, 2026.
- b. All Paralegals at \$125.00 an hour.

12.2 The Law 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 Law Firm's invoice. The Town shall not be responsible for payment of interest to the Law Firm if payment is not made within said thirty (30) days.

12.3 All invoices must be submitted to the Town Manager at 155 F Road, Loxahatchee Groves, Florida 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 Law Firm, is not permitted by the Town.

12.4 The Town 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 Town 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 Town 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 Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town of Loxahatchee Groves 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 Town 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 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 Law 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 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 Town and the Law Firm.

| <b><u>Type of Coverage</u></b>                          | <b><u>Amount of Coverage</u></b>                                         |
|---------------------------------------------------------|--------------------------------------------------------------------------|
| <b>Professional liability/<br/>Errors and Omissions</b> | \$300,000 annual aggregate                                               |
| <b>Commercial General Liability Insurance</b>           | \$1,000,000 per occurrence<br>\$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<br>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 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 Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town's custodian of public records or designee, provide the Town 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 Town.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Law Firm or keep and maintain public records required by the Town to perform the service. If the Law Firm transfers all public records to the Town 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 Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

**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) 793-2418, [VOAKES@LOXAHATCHEEGROVESFL.GOV](mailto:VOAKES@LOXAHATCHEEGROVESFL.GOV), or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

#### **SECTION 15 – E-VERIFY**

15.1 Pursuant to Section 448.095(5), 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 pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;



- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Town upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- (e) Be aware that a violation of Sections 448.09 or 448.095, 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(5)(c), Florida Statutes, the Firm may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

#### **SECTION 16 – HUMAN TRAFFICKING**

16.1 Firm, by signing this Agreement as set forth below, attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

#### **SECTION 17 - SCRUTINIZED COMPANIES**

17.1

a. The Firm certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Firm or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Agreement at its sole option if the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.

e. The Firm agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Firm shall immediately notify the Town of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

**TOWN OF LOXAHATCHEE GROVES**

ATTESTS:

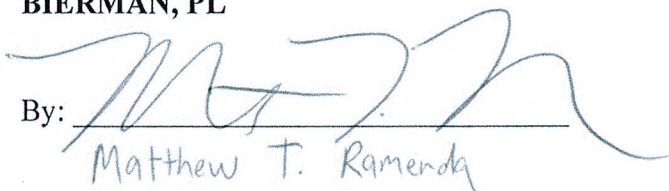
By: \_\_\_\_\_  
Valerie Oakes, Town Clerk

By: \_\_\_\_\_  
Anita Kane, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

**WEISS SEROTA HELFMAN COLE  
BIERMAN, PL**

By:   
Matthew T. Ramendy

[Corporate Seal]



**TOWN OF LOXAHATCHEE GROVES  
AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES**

This Agreement ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, whose mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 ("Town") and **Nason Yeager Gerson Harris Fumero, PA**, whose local mailing address is 750 Park of Commerce Blvd., #210, Boca Raton, Florida 33487 ("Law Firm").

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

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

**1.1**

a. Law Firm's Services. As more specifically set forth in the Town's Request for Letters of Interest's scope of services, the Law Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.

b. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until January 31, 2027 or until such time as this Agreement is terminated as stated herein. The parties may, by written agreement, extend this Agreement in one (1) year increments at any time prior to January 31<sup>st</sup> each year, beginning January 31, 2027.

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**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.

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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 Town and the Law Firm agree that the Town 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 Town 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 Town 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.

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#### **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 Town for compensation of any kind under this Agreement. The relationship between the Town 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 Town shall compensate the Law Firm as follows:

- a. Shareholders \$325.00 an hour
- b. Associated \$250.00 an hour
- c. Paralegal at 495.00 an hour

12.2 The Law 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 Law Firm's invoice. The Town shall not be responsible for payment of interest to the Law Firm if payment is not made within said thirty (30) days.

12.3 All invoices must be submitted to the Town Manager at 155 F Road, Loxahatchee Groves, Florida 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 Law Firm, is not permitted by the Town.

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- (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).
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- (f) For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town of Loxahatchee Groves 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 Town 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 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 Law 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 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 Town and the Law Firm.

| <b><u>Type of Coverage</u></b>                          | <b><u>Amount of Coverage</u></b>                                         |
|---------------------------------------------------------|--------------------------------------------------------------------------|
| <b>Professional liability/<br/>Errors and Omissions</b> | \$300,000 annual aggregate                                               |
| <b>Commercial General Liability Insurance</b>           | \$1,000,000 per occurrence<br>\$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<br>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 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 Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town's custodian of public records or designee, provide the Town 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 Town.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Law Firm or keep and maintain public records required by the Town to perform the service. If the Law Firm transfers all public records to the Town 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 Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

**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) 793-2418, [VOAKES@LOXAHATCHEEGROVESFL.GOV](mailto:VOAKES@LOXAHATCHEEGROVESFL.GOV), or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

#### **SECTION 15 – E-VERIFY**

15.1 Pursuant to Section 448.095(5), 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 pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Town upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- (e) Be aware that a violation of Sections 448.09 or 448.095, 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(5)(c), Florida Statutes, the Firm may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

#### **SECTION 16 – HUMAN TRAFFICKING**

16.1 Firm, by signing this Agreement as set forth below, attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

#### **SECTION 17 - SCRUTINIZED COMPANIES**

17.1

a. The Firm certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Firm or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Agreement at its sole option if the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.

e. The Firm agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Firm shall immediately notify the Town of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.



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

**TOWN OF LOXAHATCHEE GROVES**

ATTESTS:

By: \_\_\_\_\_  
Valerie Oakes, Town Clerk

By: \_\_\_\_\_  
Anita Kane, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

**Nason Yeager Gerson Harris Fumero, PA**

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

[Corporate Seal]

**TOWN OF LOXAHATCHEE GROVES  
AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES**

This Agreement ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, whose mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 ("Town") and **Jeffrey S. Kurtz Esq.**, whose local mailing address is 1800 Southeast St. Lucie Blvd., 6-304, Stuart, Florida, 34996 ("Law Firm").

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

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

1.1

a. Law Firm's Services. As more specifically set forth in the Town's Request for Letters of Interest's scope of services, the Law Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.

b. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until January 31, 2027 or until such time as this Agreement is terminated as stated herein. The parties may, by written agreement, extend this Agreement in one (1) year increments at any time prior to January 31<sup>st</sup> each year, beginning January 31, 2027.

c. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

d. Effect of Termination. 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 municipal corporation and 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's governing board 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, 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; however, Town shall pay Firm for all services performed under this Agreement through the date of 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 Town 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 Town and the Law Firm agree that the Town 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 Town 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 Town 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 Town for compensation of any kind under this Agreement. The relationship between the Town 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 Town shall compensate the Law Firm as follows:

- a. Attorney - \$225.00 per hour

12.2 The Law 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 Law Firm's invoice. The Town shall not be responsible for payment of interest to the Law Firm if payment is not made within said thirty (30) days.

12.3 All invoices must be submitted to the Town Manager at 155 F Road, Loxahatchee Groves, Florida 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 Law Firm, is not permitted by the Town.

12.4 The Town 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 Town 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 Town 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 Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town of Loxahatchee Groves 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 Town 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 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 Law 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 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 Town and the Law Firm.

| <b><u>Type of Coverage</u></b>                          | <b><u>Amount of Coverage</u></b>                                         |
|---------------------------------------------------------|--------------------------------------------------------------------------|
| <b>Professional liability/<br/>Errors and Omissions</b> | \$300,000 annual aggregate                                               |
| <b>Commercial General Liability Insurance</b>           | \$1,000,000 per occurrence<br>\$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<br>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 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 Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town's custodian of public records or designee, provide the Town 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 Town.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Law Firm or keep and maintain public records required by the Town to perform the service. If the Law Firm transfers all public records to the Town 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 Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

**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) 793-2418, [VOAKES@LOXAHATCHEEGROVESFL.GOV](mailto:VOAKES@LOXAHATCHEEGROVESFL.GOV), or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

#### **SECTION 15 – E-VERIFY**

15.1 Pursuant to Section 448.095(5), 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 pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;



- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Town upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- (e) Be aware that a violation of Sections 448.09 or 448.095, 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(5)(c), Florida Statutes, the Firm may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

#### **SECTION 16 – HUMAN TRAFFICKING**

16.1 Firm, by signing this Agreement as set forth below, attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

#### **SECTION 17 - SCRUTINIZED COMPANIES**

17.1

a. The Firm certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Firm or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Agreement at its sole option if the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.

e. The Firm agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Firm shall immediately notify the Town of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

**TOWN OF LOXAHATCHEE GROVES**

ATTESTS:

By: \_\_\_\_\_  
Valerie Oakes, Town Clerk

By: \_\_\_\_\_  
Anita Kane, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

**Jeffrey S. Kurtz Esq.**

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

[Corporate Seal]



## **TOWN OF LOXAHATCHEE GROVES**

155 F Road Loxahatchee Groves, FL 33470



### **AGENDA ITEM MEMORANDUM – OFFICE OF THE TOWN MANAGER**

**TO: TOWN COUNCIL, TOWN OF LOXAHATCHEE GROVES**

**FROM: FRANCINE L. RAMAGLIA, CPA, AICP, ICMA-CM, TOWN MANAGER**

**DATE: TUESDAY, AUGUST 5, 2025**

**SUBJECT: SUPPLEMENTAL PACKAGE FOR AGENDA ITEM #10**

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This memo provides a summary of the legal services proposals presented at the July 28, 2025, Special Council, along with a comparison to the in-house legal services model discussed in prior budget workshops. The Town received responses from three firms:

- Weiss Serota Helfman Cole & Bierman – proposed an hourly rate of \$315 with no cap or retainer. Annual costs could range between \$220,000–\$475,000 per year. These estimates exclude out-of-pocket costs, litigation, and/or paralegal costs.
- Nason Yeager Gerson Harris & Fumero – offered two options: a \$193,000 retainer with additional hourly billing for extra services, or a 90-day trial to establish a fixed fee. Option 1: \$193,000 retainer rate translates to 700 hours per year, so extrapolating to 1,500 hours would make annual costs of between \$386,000 \$413,000. These estimates exclude out-of-pocket costs, litigation, and/or paralegal costs. Option 2 could be \$420,000 at a blended hourly rate of \$280 (range could be \$375,000 to \$487,000 annually). These estimates also exclude out-of-pocket costs, litigation, and/or paralegal costs.
- Jeff Kurtz (Independent Counsel) – offered an hourly rate of \$225 with no paralegal support and outside counsel to be used as needed. \$157,500 to \$337,500 w/o consideration of out-of-pocket costs, litigation, and/or paralegal costs

In addition, the in-house model discussed in the FY 2025 budget and at several recent council meetings includes a full-time attorney and a full-time paralegal for a combined total of approximately 3,000 to as many as 3,600 hours per year at a fixed cost of \$310,000, with an additional \$50,000 budgeted for outside legal services for specialized services if needed (this translates into roughly 150-200 hours additional professional services based on the other firms



rates). The total legal services budget proposed for FY 2026 is \$360,000, or the same as was approved by the Council for the FY 25 Budget.

During the meeting, Council discussed several pros and cons of the proposed professionals/firms as well as the in-house v. outside services model. The key points made include:

- Outside firms were viewed as offering broad legal expertise and experience across many municipal areas. However, concerns were raised about attorney turnover, availability for day-to-day needs, and the possibility of inconsistent advice if multiple attorneys serve the Town.
- Council members asked questions about contract terms, billing transparency, project prioritization, and land use experience, particularly in rural and agricultural settings.
- Retainer and hourly models provided cost flexibility, but council members questioned the predictability of expenses, and the clarity of what services would be covered.
- The in-house option was noted for continuity, direct staff support, and availability, with no learning curve. Some concerns were expressed about whether it offers sufficient legal specialization or independence for certain matters.

**Attachments:**

1. Francine Ramaglia, Town Manager Email Correspondence
2. (2) Legal Services Evaluation Spreadsheets
  - a. Legal Proposal Presentations
  - b. Legal Services Evaluation Matrix
3. July 28, 2025 Special Town Council Meeting Transcript
4. July 28, 2025 Special Town Council Meeting Detailed Summary



Legal\_Services\_Evaluation\_Matrix\_Updated\_Final.csv

From Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>

Date Thu 7/31/2025 7:52 PM

To TownCouncil <TownCouncil@loxahatcheegrovesfl.gov>

Cc Town Clerk Assistant <townclerkassistant@loxahatcheegrovesfl.gov>; Valerie Oakes <voakes@loxahatcheegrovesfl.gov>

3 attachments (133 KB)

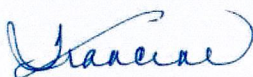
Legal\_Services\_Evaluation\_Matrix\_Updated\_Final flr1.xlsx; July\_28\_2025\_Transcript.docx; July\_28\_2025 - Detailed Summary.docx;

Good Evening,

To support the Council's deliberation and decision regarding the Town's legal services model, the Legal Services Evaluation Matrix is an excel workbook that includes 2 worksheets: 1<sup>st</sup> worksheet is a summary of proposals and presentations and the 2<sup>nd</sup> worksheet is the legal services matrix providing more details with respect to the various aspects of the legal services to be provided. We have also attached a transcript of the special meeting as well as a summary of the meeting. Below is an outline of the information provided:

1. Summary of Proposals/Presentations (First worksheet in attached excel workbook): This recap enables Council to see cost estimates, staffing structure, and high-level trade-offs at a glance and provides a high-level comparison of the three proposals received and the current in-house model, highlighting:
  - Firms & Rates:
    - Weiss Serota Helfman Cole & Bierman – \$315/hour attorney rate, no cap or retainer; annual estimate: \$220,000–\$475,000, excluding litigation/paralegal.
    - Nason Yeager Gerson Harris & Fumero – two options:
      - Option 1: \$193,000 retainer (700 hrs), extrapolated to \$386,000–\$413,000 if scaled.
      - Option 2: flat fee TBD after a 90-day trial; estimated \$375,000–\$487,000.
    - Jeff Kurtz (Contract Attorney) – \$225/hour; annual estimate: \$157,500–\$337,500; no support staff, relies on outside counsel as needed.
    - In-House Model (FY25–26 Budgeted) – Fixed cost of \$310,000 for full-time attorney and paralegal + \$50,000 for outside counsel; provides 3,000–3,600 hours/year total.
  - Key Considerations:
    - Capacity and expertise
    - Billing structure and predictability
    - Continuity and institutional knowledge
    - Responsiveness and integration into Town operations
2. Legal Services Evaluation Matrix – Detailed Comparison (Second worksheet in attached excel workbook): This matrix reflects not only submitted proposals but Council's discussion and Q&A from the July 28, 2025 Special Council Meeting. The full matrix includes 20+ evaluation fields comparing each proposer across:
  - Rates & Staffing: Hourly vs. retainer vs. salaried model
  - Hours & Capacity: Estimated attorney and paralegal hours
  - Use of Outside Counsel
  - Experience & Strengths: Depth in municipal law, land use, litigation, ethics, etc.
  - Community Engagement & Communication: Willingness to attend events, clarity on non-billable time, communication protocols, and support style
  - Other Considerations: Nuanced pros/cons such as independence, control, internal coordination, trial period, and firm structure
  - Council Questions & Responses: Each Council Member's questions (e.g., transparency, independence, billing, land use, transition timeline) are captured alongside proposer responses
3. July 28, 2025 Meeting Transcript: A formatted and attributed transcript of the Special Meeting is attached, showing:
  - Presenter remarks by Weiss Serota, Nason Yeager, and Jeff Kurtz
  - Full Council discussion and direct Q&A by each member
  - Clarification of concerns about cost, legal independence, firm turnover, rural zoning familiarity, and strategic alignment
4. July 28, 2025 Meeting Summary: A companion summary document that provides a concise narrative for reference by outlining:
  - Each proposer's presentation structure
  - Notable responses and clarifications
  - Council's overall tone and areas of agreement or concern
  - Key takeaways regarding the viability of the in-house model vs. outside firm engagement

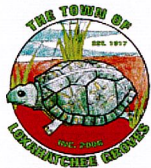
These materials, along with the draft contracts and a cover memo, will be added to the published agenda online and will be placed in your mailboxes. We will also provide larger printed copies for reference during the meeting. Please let us know if you need anything else. The draft agreements have been prepared by Mr. Torcivia's office and provided to the proposers for review and will be provided to Council for discussion and approval at the meeting.



Francine L. Ramaglia  
Town Manager | Town of Loxahatchee Groves



155 F Road | Loxahatchee Groves, FL 33470  
Office: 561.277.2153 | Cell: 561.315.2369



## LOXAHATCHEE GROVES FLORIDA

**Disclaimer:** Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



|                                                                                               | Weiss Serota Helfman Cole & Bierman                                                                                                                                                                                                     | Nason Yeager Gerson Harris & Fumero                                                                                                                                                                                                                                                        | Jeff Kurtz (Solo Practitioner / Current Project Coordinator)                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lead Attorney(s)                                                                              | Matt Remenda (Lead), David Tolces (Support)                                                                                                                                                                                             | John Fumero, Alicia Lewis, Steve Conti-Aguero                                                                                                                                                                                                                                              | Jeff Kurtz                                                                                                                                                                                                                                                                                                                 |
| Firm Size / Structure                                                                         | Mid-sized municipal firm; team-based support structure                                                                                                                                                                                  | 38 or 39 attorneys; strong government/litigation team                                                                                                                                                                                                                                      | Solo attorney; direct contact; no support staff                                                                                                                                                                                                                                                                            |
| Rates (Hourly / Retainer)                                                                     | \$315/hr for attorneys, \$215 to \$225/hr for paralegals                                                                                                                                                                                | Option 1: \$193K/year retainer w/ \$250 to \$325/hr; Option 2: 90-day trial then flat fee. Addl work: \$325 to \$400/hr                                                                                                                                                                    | \$225/hr; reduced paralegal rate if used                                                                                                                                                                                                                                                                                   |
| Contract Term Options                                                                         | Open to 1- or 2-year contracts as preferred by Council                                                                                                                                                                                  | Open to 1- or 2-year contracts, with renewals                                                                                                                                                                                                                                              | Prefers term ending January 2027 to avoid budget/election overlap                                                                                                                                                                                                                                                          |
| Billing Practices                                                                             | Detailed itemized bills; concern over billable time for pre-meeting agenda reviews; paralegal rate \$215 to \$225/hr.                                                                                                                   | 90-day hourly trial before flat fee proposal; retainer offers predictability; bills with detail, flexible structure.                                                                                                                                                                       | Monthly bills, itemized; 15-minute increment billing; \$225/hr for attorney, reduced rate for paralegal if needed.                                                                                                                                                                                                         |
| Internal Controls / Consistency                                                               | Lead attorney reviews decisions; coordinated advice                                                                                                                                                                                     | Substantive decisions reviewed by Fumero                                                                                                                                                                                                                                                   | Would handle most issues directly; bring in help if needed                                                                                                                                                                                                                                                                 |
| Communication Approach                                                                        | Transparent, copy all Council members on major matters                                                                                                                                                                                  | Direct and regular contact with council; privilege protected                                                                                                                                                                                                                               | Single point of contact; personalized service                                                                                                                                                                                                                                                                              |
| Customization / Tailoring                                                                     | Will clarify priorities and timelines with Council                                                                                                                                                                                      | Will customize office hours and services to Town                                                                                                                                                                                                                                           | Understands needs; offers flexible meeting setup                                                                                                                                                                                                                                                                           |
| Meeting Attendance / Agenda Review                                                            | Will attend meetings as requested; concern re: billable time; noted billable time for agenda reviews.                                                                                                                                   | Flexible attendance; discussed attorney-client privilege during council reviews. Available for calls and meetings as required                                                                                                                                                              | Would attend agenda meetings and council as needed; onsite presence emphasized. clear boundaries for billable vs. non-billable                                                                                                                                                                                             |
| Public Perception / Continuity                                                                | Large-firm professionalism; some concern about changing faces and consistency.                                                                                                                                                          | Local familiarity and multiple attorney access; potential perception of formality.                                                                                                                                                                                                         | High continuity; sole contact; supported by public comments praising continuity and cost-effectiveness.<br>- Continuity and familiarity with Town cited as a strength.<br>- Good prior experience and clear communication noted. - Fully onboarded and integrated.<br>- No delay or transition needed for ongoing matters. |
| Community Involvement                                                                         | Yes; non-billable for community events<br>- Presented clearly with responsive tone.<br>- Agreed to assign single primary contact attorney to mitigate inconsistency.                                                                    | Yes; emphasized civic engagement. clarified when billable vs. non-billable                                                                                                                                                                                                                 | Yes; frequently attends Town events already-will continue to attend Town events; builds rapport; uses Town Hall for face-to-face interaction.                                                                                                                                                                              |
| Land Use / Special Expertise                                                                  | Strong municipal law and land use experience<br>- Turnover history a concernâ€ Council flagged prior experiences.<br>- Depth of expertise, but uncertainty about continuity.<br>- Less focus on rural/small-town governance experience. | Alicia Lewis: dual experience with developers and municipalities<br>- 90-day trial leaves uncertainty about long-term costs.<br>- Council flagged need for internal billing controls.<br>- Staffing flexibility noted.<br>- Labor and litigation coverage requires clarity under flat fee. | Municipal experience; more generalized practice<br>- Dual role (legal + internal projects) raised independence concerns.<br>- Council divided on trust and performance history.<br>- Need for clearer boundaries and structured documentation.                                                                             |
| Use of Outside Counsel                                                                        | Yes, for labor or specialized matters--generally use internal specialists; bring in external if necessary but aim to handle internally.                                                                                                 | Will bring in specialists (e.g., labor or highly specialized work) if outside expertise is required.                                                                                                                                                                                       | Yes, when needed. Would coordinate outside counsel for complex/conflict matters; keeps control with lead attorney.                                                                                                                                                                                                         |
| Land Use / Zoning / Developer Experience                                                      | Experienced in Palm Beach County municipal issues; less emphasis on zoning during presentation.                                                                                                                                         | Alicia Lewis has dual experience with developer and municipal clients; confident in land use defense and proactivity.                                                                                                                                                                      | Handled current Town zoning and land use transitions; would use outside experts if required.                                                                                                                                                                                                                               |
| Other Notable Items                                                                           | Firm has relevant PBC clients and municipal history                                                                                                                                                                                     | Noted willingness to tailor; board-certified lead attorney                                                                                                                                                                                                                                 | Already familiar with Town operations, current contractor                                                                                                                                                                                                                                                                  |
| Council Member Comments:                                                                      |                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                            |
| Lisa El-Ramey                                                                                 | Transparent, copy all Council members on major matters                                                                                                                                                                                  | Direct and regular contact with council; privilege protected                                                                                                                                                                                                                               | Single point of contact; personalized service                                                                                                                                                                                                                                                                              |
| Todd McClendon                                                                                | Yes; non-billable for community events. Assigned single primary contact. Responsive tone.                                                                                                                                               | Yes; clarified when billable vs. non-billable. Emphasized continuity and clear communication.                                                                                                                                                                                              | Yes; fully onboarded. Regular attendee of Town events. Uses Town Hall for direct interaction.                                                                                                                                                                                                                              |
| Anita Kane                                                                                    | Asked about contract term, internal controls, prioritization support                                                                                                                                                                    | Asked about internal controls, contract flexibility, prioritization, and communication structure                                                                                                                                                                                           | Asked about contract dates, transition, and estimated hours                                                                                                                                                                                                                                                                |
| Paul Coleman                                                                                  | Asked about turnover, project handoffs, and costs of continuity                                                                                                                                                                         | Asked for flat fee specifics and how extra services billed; discussed learning curve                                                                                                                                                                                                       | Asked about paralegal billing rates, outside counsel use                                                                                                                                                                                                                                                                   |
| Marge Herzog                                                                                  | Asked about meeting participation, consistency, internal controls                                                                                                                                                                       | Asked about community use zoning protections; consistency of advice                                                                                                                                                                                                                        | Asked about retention if not selected, meeting participation                                                                                                                                                                                                                                                               |
| Firm Responses:                                                                               |                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                            |
| Concerns re attorney turnover, transparency, internal controls, consistency of legal opinions | Acknowledged prior turnover; emphasized dedicated staffing and coordinated advice across team.                                                                                                                                          | Emphasized internal controls and single point of contact to ensure continuity.                                                                                                                                                                                                             | No turnover; solo model ensures consistency; concern over independence noted by Council.                                                                                                                                                                                                                                   |
| Land use experience and rural sensitivity                                                     | Limited rural experience; offered to research and collaborate with planning experts.                                                                                                                                                    | Lead attorney has prior experience with PBC rural towns and their zoning.                                                                                                                                                                                                                  | Has worked in Loxahatchee Groves for years; familiar with rural zoning issues.                                                                                                                                                                                                                                             |
| Use of outside counsel, billing method, and transition timeline                               | Would use internal staff first, retain outside counsel as needed; bills itemized monthly.                                                                                                                                               | Would use labor/litigation specialists; hourly or flat billing clarified in contract.                                                                                                                                                                                                      | Would only use outside counsel for litigation or conflict; otherwise handles directly.                                                                                                                                                                                                                                     |
| Blended rates, internal controls, prioritization and project closure                          | Blended rates not offered; prioritization would follow staff/Council direction.                                                                                                                                                         | Blended rate trial proposed; firm will support project tracking and closure reporting.                                                                                                                                                                                                     | Flat rate not proposed; prioritization left to Manager and Council.                                                                                                                                                                                                                                                        |
| Tailored structure and startup phase control                                                  | Open to adapting structure; no clear startup plan outlined.                                                                                                                                                                             | 90-day assessment for flat rate; able to tailor based on Town needs.                                                                                                                                                                                                                       | Can adapt to any structure                                                                                                                                                                                                                                                                                                 |
| Support model, billing structure, transition clarity                                          | Team-based support; billing monthly with 15-min increments; transition timeline not fixed.                                                                                                                                              | Dedicated team including admin; responsive structure discussed.                                                                                                                                                                                                                            | No staff; bills monthly; transition minimal due to current involvement.                                                                                                                                                                                                                                                    |
| Contract flexibility and communication structure                                              | Flexible on contract terms; lead attorney would guide communication.                                                                                                                                                                    | Contract can be adapted; proactive communication offered.                                                                                                                                                                                                                                  | Happy to communicate directly and frequently with Council/staff.                                                                                                                                                                                                                                                           |
| Contract term and prioritization support                                                      | Open to 1-2 year terms; contract template shared.                                                                                                                                                                                       | Open to 1- or 2-year terms with renewal options.                                                                                                                                                                                                                                           | Prefers January-end term to align with budget; flexible otherwise.                                                                                                                                                                                                                                                         |
| Estimated hours and transition                                                                | Did not specify exact hours; assumed 700-1500 annually based on demand.                                                                                                                                                                 | 700 hrs under retainer; could scale up to 1500+ with flat or hourly option.                                                                                                                                                                                                                | 700-1500 hrs estimated; solo capacity may limit workload.                                                                                                                                                                                                                                                                  |
| Project handoffs and continuity costs                                                         | Stated they assign matters by specialization; team continuity emphasized.                                                                                                                                                               | Lead attorney continuity assured; firm structure supports handoff as needed.                                                                                                                                                                                                               | No handoff needed; continuity via direct involvement.                                                                                                                                                                                                                                                                      |
| Flat fee specifics and extras billing                                                         | Flat fee not offered; all extras billed hourly.                                                                                                                                                                                         | Detailed outline of extra costs provided in retainer and flat fee model.                                                                                                                                                                                                                   | No flat fee; all hours billed at standard or reduced rate.                                                                                                                                                                                                                                                                 |
| Paralegal billing and outside counsel use                                                     | Paralegal rates \$215-\$225/hr; outside counsel billed at cost.                                                                                                                                                                         | Paralegal rates TBD; billed separately; outside counsel use discussed.                                                                                                                                                                                                                     | Reduced paralegal rate; only billed if used; outside only for conflict/litigation.                                                                                                                                                                                                                                         |
| Meeting participation and consistency                                                         | Willing to attend as requested; emphasized professionalism and support.                                                                                                                                                                 | Would attend meetings as needed; committed to responsiveness.                                                                                                                                                                                                                              | Already attends most meetings; fully available.                                                                                                                                                                                                                                                                            |
| Community use zoning protections and consistency of advice                                    | Team can support land use but would consult as needed for rural edge.                                                                                                                                                                   | Familiar with PBC use-based zoning; emphasized consistent advice.                                                                                                                                                                                                                          | Deep knowledge of Town code and use patterns; consistent guidance assured.                                                                                                                                                                                                                                                 |
| Retention if not selected and future participation                                            | Would remain available on request; no formal retention process proposed.                                                                                                                                                                | Open to subcontract or hourly work if not chosen; no exclusivity.                                                                                                                                                                                                                          | Would remain as litigation or special project counsel if needed.                                                                                                                                                                                                                                                           |



|                       | Annual Cost Estimate                                                                                                                                                                                                                                                                                                                                                                                                                                    | Hourly Rates--Attorney                                                                                                                                                                                                                                                        | Attorney Hours                                                                                                                                                                                                                                                                                                                                                                                           | Hourly Rates--Paralegal | Paralegal Hours         | Total Annual Hours | External Counsel Use                                        | Overall Positives                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Other Considerations                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|--------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Weiss Serota          | \$220,000--\$475,000 per year. These estimates exclude out of pocket costs, litigation, and/or paralegal costs.                                                                                                                                                                                                                                                                                                                                         | \$315/hour Attorney                                                                                                                                                                                                                                                           | 700–1,500                                                                                                                                                                                                                                                                                                                                                                                                | \$215 to \$225/hour     |                         | None               | Case-by-case                                                | Try to staff from within firm first. Otherwise, billed hourly at actual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <ul style="list-style-type: none"><li>• Large, experienced municipal law firm</li><li>• Consistent, professional presentation of expertise across specialized areas (land use, litigation, ethics, etc.)</li><li>• Depth</li><li>• Higher hourly rate (\$315/hr)</li><li>• Potential for inconsistent advice from multiple attorneys/prior turnover experience raised concerns</li></ul>                                                                |
| Nason Yeager          | Option 1: \$193,000 retainer rate translates to 700 hours per year so extrapolating to 1,500 hours would make annual costs of between \$386,000 to \$413,000. These estimates exclude out of pocket costs, litigation, and/or paralegal costs.<br>Option 2 could be \$420,000 at a blended hourly rate of \$280 (range could be \$375,000 to \$487,000 annually). These estimates also exclude out of pocket costs, litigation, and/or paralegal costs. | Option 1: \$193K retainer (hours billed against retainer at rates between \$250 and \$325/ hourly). Additional work billed at \$325–\$400/hr for extras<br>Option 2: Flat fee TBD after 90-day review billed at actual hours at the rates above Paralegals billed separately. | 700–1,500                                                                                                                                                                                                                                                                                                                                                                                                | No rate Provided        | Limited admin/paralegal | Case-by-case       | Yes – labor & litigation primarily. billed hourly at actual | <ul style="list-style-type: none"><li>• Principal offers continuity and known experience</li><li>• Offers both hourly and flat-fee options</li><li>• communication and responsiveness emphasized</li><li>• Willingness to tailor agreement and staffing</li><li>• Strong</li><li>• Flat fee structure not yet defined (90-day assessment period)</li><li>• Need to monitor internal controls to avoid past inconsistencies</li><li>• Some concern over workload management in flat-fee model/Flat fee may pose resource/staffing pressure</li></ul>                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Jeff Kurtz (Contract) | \$157,500 to \$337,500 w/o consideration of out of pocket costs, litigation, and/or paralegal costs                                                                                                                                                                                                                                                                                                                                                     | \$225/hour Attorney & \$100+/- for Paralegal                                                                                                                                                                                                                                  | 700–1,500                                                                                                                                                                                                                                                                                                                                                                                                | Reduced Rate            |                         | None               | Depends                                                     | Yes – for litigation or special topics or where a possible conflict                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <ul style="list-style-type: none"><li>• Deep institutional knowledge of Loxahatchee Groves</li><li>• Fully dedicated, available, and responsive hourly rate (\$225/hr)</li><li>• Lower</li><li>• Concerns about objectivity, independence, and accountability</li><li>• Limited support staff/resources</li><li>• Council divided on performance history and trust</li><li>• May require outside counsel for litigation or specialized issues</li></ul> |
| In-House Model        | \$360,000 (includes in-house budget of \$310,000 for attorney + paralegal+\$50,000 outside legal services, if any. It is important to note that \$50,000 in outside atty costs translates into about 160 to 200 additional professional hours based on rates presented above)                                                                                                                                                                           | Salary + Benefits                                                                                                                                                                                                                                                             | For a full-time attorney or paralegal, planning for 1,500–1,600 billed/project hours per year is considered conservative/ sustainable estimate allowing for breaks, admin time, and meetings. It is also reasonable to assume up to ~1,800 productive hours annually per full-time employee. so the anticipated hours of an in-house legal function could range from 3,000 to as much as \$3,800 or more | Salary + Benefits       | 1,800                   | 3,600              | Limited – only as needed                                    | <ul style="list-style-type: none"><li>• Integrated into staff, agenda, code, and land use processes-- fully onboarded and experienced</li><li>• Deep local knowledge – Well-versed in Town zoning history, legal issues, and past threats; least learning curve or transition needed.</li><li>• Provides greatest productive hours or capacity (attorney + paralegal)</li><li>• Predictable annual cost</li><li>• Accessible and responsive – Direct communication with staff and Council; regularly attends meetings and events at no added</li><li>• Assumes full internal capacity and control</li><li>• require outside counsel for litigation or specialized issues</li><li>• See above</li></ul> |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



# Narrative Summary – July 28, 2025

## Special Town Council Meeting

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We're ready. Francine, you ready? Okay. Good evening everyone. The special meeting of the Lockxet Grove Town Council will now come to order. For the record, it's July 28th. We're starting at p.m. Excuse me. We started the meeting. Thank you. Um, if I can if we could have all stand for the pledge of allegiance, please. To the flag of the United States of America, to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all. Um, instead of a moment of silence tonight, we're just going to do a little bit of housekeeping. I've received a number of phone calls, emails, and correspondence about the last meeting and about the lack of civility that was displayed during that meeting. So, um, if the clerk would indulge me, I have for the record. Mike, I'm speaking into I'm speaking into the mic. Okay. I have for the record to pass out to you a resolution regarding procedures for town council meetings, the Laka goes town council training, and there are copies for everyone in the audience. as well as I'd like to just start by reading section 7.5 of the town council rules of order and procedure. Section 7.5. Each person addressing the council to step

up to the podium and state his or her name in an audible voice for the record. It is preferred that each person state his or her address, but not required. All public comments must be addressed to the council as a body and not to individuals. Personal verbal attacks upon council members, staff and/or members of the public will not be tolerated. Any person making impertinent, obscene, personally insulting, defamatory or slanderous remarks or who becomes boisterous or disruptive while addressing the council shall be barred by the presiding officer from speaking further unless permission to continue or again address the council is granted by a majority vote of the council members present. Let's please all remember that the only way to have a productive meeting and move forward is if we all act with civility. If I could have a roll call. Valerie. Council member Coleman here. Council member El Remy here. Council member McClendon here. Vice Mayor Herszog here. Mayor Kaine present. Town manager Ramalia here. And town attorney Tocivia is appearing via Zoom. Do we have him? There's there's nothing up there. Do we know that he is there? Okay. All right. This is the portion of the evening

where we allow comments from the public on non-agenda items. Are there any comments, Valerie? Mary McNicholas. So just for the record um we are having technical difficulties. We are um recording on YouTube so it is picking up the audio and the visual. However, it will not appear until sometime this week. Um we will try to get it out or up tomorrow but um at this moment you will not see it live. Good evening um council staff and thank you. I want to make sure that that's on. Um, I wanted to give you a very brief update on the North uh North Lake Boulevard closures. Um, it is going to be beginning this Friday at 8:00m. It is to continue until next the following Sunday, August 10th. There have been some reports. I've



noticed that some media and I believe maybe the town crier also stated that uh it might be an 8-day project. We have not been given that information officially. By now, you should have each one of you all individually should have received this flyer from Palm Beach County. They're also um as far as their communications plan. They're also at the lo in the lobby on the desk and also posted on both sides of the doors in English and Spanish. Um if you need any other

information on that, I'll be happy to give it to you. I wanted to make sure that you know that we've ensured that all the information has been communicated centrally and that we're giving all the information consistently that's been given out by FDOT, CSX and Palm Beach County. We have not been going into rumors, anything else. If anything needs to be addressed, please let me know. And if there's any other questions or ideas on how to do this, help us within this town while we're bombarded, please let me know. Um, we've put everything on LGLA websites. Uh, I'd encourage you all to please share the same information on the unofficial Facebook pages. The town has done it under social media and, uh, the news. Let me think if there's anything else. Logistics specific to Lockache Groves. This is where it's important for you to know. We have worked diligently to make sure that we get extra resources. We ask for extra variable message boards. We do have one coming from Palm Beach County. So, we will have a total of three, which will be important because they're easier to read. We will be also getting resources from Palm Beach County Sheriff's Office. We've been assured that the north

south to address the north south traffic that we will have at least three resource staff at the intersections of B as in boy, D as in David and F as in Frank lettered roads on Okachchobee to ensure that people can get out and that there will be some gap. We did ask for some other things as far as channeling uh barricades, things like that, so people aren't going around on the shoulders. The reason that the county has rejected that as part of an MOT plan is because EMS public safety has to use those rightways. So, if there's any other questions, please let me know. And if anyone has any ideas on how we can benefit or how we can help as far as this situation because it's going to be a traffic thing during peak hours, please let me know. Any questions? Anybody have any questions for Mary? That's really loud right here. I'm sit over there. It's a question. Hi. Um, Councilman, when um Sarah Baxter posted her um map of the roads that were going to be affected, was on that map through our town and it showed crossroads all the way up and down through our town, which we don't have, you know. So, I mean, I I hope someone is addressing that kind of uh bad thinking on that idea. Councilwoman,

I'll be happy to address it with the uh commissioner's office and see if there's anything else. I think there was something else that had to do with um master transportation planning and it had to do with 140th South, but I'll look into that and see exactly what it was. Okay. Anything else, anybody? Yes. Okay. Please let us know if we're doing a good job, if we're doing a terrible job, if any of this might help or it might not help. We'd be happy to. We really want to hear it. We'll let you know on about a third. No, I All bets are off. All bets are off. Monday, August 4th. I will tell you. Yeah, it's it's a shy crowd, you know. It is such a



There's such wall flowers here today. Thank you. actually on on Monday, August 4th is when the deputies will be there beginning and we just want you to know that they're going to be there for from the on both the peak hours when needed. So, if there's anything we need to adjust, whatever, it's completely fluid, needs to be addressed. Text me, shoot me, you know, give me a call, whichever. You all have my email, I mean my cell and everything. So, please give it to us right when you see it, though. Don't wait the day. Well, station some officers

at Sunsport Cutth Group. Do you have a question? Yeah, I just want a question then. I don't have a question. I just wanted to thank Mary and the staff for all the diligence they've had through that this whole thing. I know I found out about a couple days later and and I shot a text to to Francine and Mary very and Francine very quickly got back to me and said, "We're already on top of this. We got it." and they've been on top of it where I know it was kind of people had heard about things and didn't realize that little old town of Lock had your girls was already on top of it. You know, they were in in the beginning. So, sadly, you know, you're you're welcome and it's our pleasure. One thing I wanted to say is that honestly, uh when you do, you know, get information of something, it might take 24 or 48 hours to go ahead and have a game plan together. So, we wanted to really have something for you before we went ahead and, you know, discussed it. Thank you. One thing I would add, Mary, besides my great thanks for you is that um council, if you saw the letter that we sent to the county and to PBSO, we were actually able to get partnership with them on each and every one of those items

and add some as well. Um, and I think a lot of that has to do with um, Mary working her butt off, getting us whatever extra supplies there were in the county. Well, thank you. I still have a lot here to to work off, so I'm getting on it. Thank you, Mary. Mrs. Justice Lamb. Good evening. Good evening. Joseph Siliano, 1530 B- Road. I'm speaking tonight to make sure a few important facts pertinent to the RV resort discussion make it into public earshot. Facts that may have been accidentally omitted or misrepresented. Here's what's true. This project can't happen without a zoning change approved by town council. Any future changes, that's a whole separate process requiring a supermajority vote. There's no secret shortcuts that would allow automatic unlimited use changes. They keep throwing around the word commercial when referring to this project, but this developer isn't asking for commercial zoning. They're asking for recreational use so they can operate a recreational business. This type of commercial enterprise already exists within our Agres district. businesses like horse barns, nurseries, fruit stands, and agurism. None of these are a prelude to strip mall. Additionally, this

project, if granted recreational, could actually serve as a 47 acre buffer between commercial zoning on Southern Boulevard and its neighboring residents. The resort could actually prevent commercial encroachment, helping to protect the rural character people say they are trying to save. And we can't overlook the tangible benefits the developer is proposing. Over 60% to remain green space. Over 8 acre acre 8 acres of conservation area, walking, biking, horse trails donated to the town. Hundreds of thousands of dollars of native landscaping to supplement and support local ecosystems, city water and sewer, relieving



pressure on our aquifer and reducing risk of groundwater pollution. All this, including the site plan, is available on the town's web page. If this property were sold as nine 5 acre lots, could the town expect to enjoy these same benefits? Unlikely. And let's talk risk. If this town keeps rejecting reasonable proposals, it's only a matter of time before some developer with deep pockets, sharp legal teeth, and an appetite for commercial projects sues us again and wins again, then we're looking at forced commercial development, not recreational. Think box stores, strip

malls, and tire shops lining the banks of collecting canal. The worry around the liv being used is totally misplaced. It doesn't apply to recreational land. The worry that this will destroy local RV rentals. Let's say the average private RV rental is 2,000 a month. That would get you about 6 days at this resort. Different market share. Lemonade stand versus Tropical Smoothie. And yes, the developer is offering 500,000 upfront plus 25,000 annual in surplus revenue over and above the standard business tax receipts. Call it a bribe if you want, but to a town with an anemic budget, it looks like vitamins and a blood transfusion to me. Potato potato. What worries me isn't the RV resort or recreational zoning change. It's the prevailing manner, tone, and content of some discussions. These tactics feel like an attempt to strongarm residents and council members into silence. We deserve real discussion and a safe place to have them, not manipulation. So, read the plan, check the facts, and please, let's proceed with class, decorum, and civility. I really don't want to regret standing up here tonight. If anything I presented here can be refuted with concrete evidence, documented proof or

case law, please let me know and I will publicly recant in part or full what I have misrepresented. Thank you, Miss Standish. Virginia Standish 15410 North Road since we will be having a heavy PBSO presence in the next few weeks. I wanted to ask this came up several years ago about the PBSO ticketing. When someone gets a ticket in the town of Lockxahhatchee Groves, where does that money go? I asked one council person and the response was, "Well, it's a small amount of money." Well, that small amount of money could help upset offset uh food costs for employee volunteer parties, etc. I don't think we can turn our noses up at any amount. So, I would love to hear in our town council comments over the next few weeks, budgeting discussions, where we are on PBSO ticketing and how much revenue we can get and if the ticket book has been updated. Thank you. That's it. Okay. So, we only have one item on the agenda tonight. It's the selection of the town attorney. So, at this time, I would like to ask all of the candidates to leave the room. Um, and then we will have a 10 each one of them will have the opportunity to give a 10-minute presentation and have questions and answers. Um, what order

did do they know the order? Um I believe they know we're doing in the order that the proposals were received. And so who's first? I believe that's Weiss Cerota. Okay. So except for Weiss Sera. Madame Mayor. Yes. One word. I think we have to approve the agenda. Oh, I'm so sorry. I'll second. All in favor? I Thank you so much. I appreciate it. Sometimes you got to bring me back to center. Didn't turn your light on though. Oh, sorry. Dang. Is everybody ready? We're ready. Okay. All right. Well, let me introduce myself first. Matt



Ramena, and this is my law partner, David Pulsus, who I think some of you already know. Uh, we're both here from the law firm of Weiss Healthman. Um, and first of all, I want to thank all of you for allowing us to be here tonight um, and to listen to our presentation. We submitted a pretty comprehensive uh, response to uh, the request for the letter of intent. So, I certainly do not want to rehash everything that's in there, and I'm not going to read through 20 pages. Um, but I do want to highlight a few key things. Um, I want to talk a little bit about the firm. I want to talk about some of the work that we've done in Palm Beach County for other

municipalities, uh, other towns, other cities, other government agencies. Um, and then I want to talk a little bit about myself and have David, uh, introduce himself and talk a little bit about him. So to start off with the firm, Weiss Healthman, we've been around for about 35 years. Um, we represent municipalities and government agencies. This is what we do. This is our primary function. It's our bread and butter. We have about a 100 attorneys, just shy of 100 attorneys. Um, we have three main offices. One in Palm Beach County, which is where I am, which is where David is. Uh, we also have a Broward County office, a Dade County office, and then we have one soul guy up in Gainesville, and somebody over in Tampa as well. Um so included in the the response that we provided um about page 10 or so we listed all the various or a good portion of the towns, the cities, the CRAAS, the other government agencies that we represent throughout Palm Beach County, throughout Broward County, throughout Dade County, and and really across the the state of Florida. I represent the town of Indian River, which is up in Brevard County up on the Space Coast. Um, so whether it's being the town

attorney, or whether being hired as special counsel to represent the town for certain issues, we handle litigation, code enforcement, municipal prosecutions, we have land use and zoning issues, labor and employment, um, eminent domain. We do all of it and we do it very well. um in addition to to me and in addition to David um we've included two other team members uh from from our firm um who would also serve you as would everyone in the firm if we have any issues they'd be willing to help but the two main two other main people other than myself and David would be Susan Tvaran who's very well known and very um uh good with land use with zoning issues and then also in in the response packet that we gave you we have Milton Collins who would handle labor and employment issues. So, that's that's a little bit about the firm, who we are. Um, just want to talk about some of the towns, the cities, the uh the other government agencies in uh in Palm Beach County that we we serve and we have served in the past. Boca Raton, we do a lot of their litigation. We do their labor and employment work. Boca Raton, David served as the former city attorney there. We still serve as special counsel doing

litigation and labor and employment work. Town of Jupiter, we do labor and employment work. I formerly handled code enforcement there. I was formerly the assistant town attorney up there. Uh town of Palm Beach, again, litigation, labor and employment. I formerly handled uh code enforcement there and also served as the assistant uh town attorney there. Riviera Beach, Royal Palm Beach, labor and employment work. David



represents the Lake Worth CRA. So, we handle a lot of different uh municipalities, a lot of government agencies in Palm Beach County and and those are a list of some of them. There's there's there's more listed in in the packet, but again, I don't want to go through and read everything. Um, to talk a little bit about myself, I've been practicing for 21 years. I'm based out of the Palm Beach office. I handle a lot of litigation, code enforcement, municipal prosecutions. Like I said, I've represented a lot of municipalities uh throughout Palm Beach County, throughout Broward County. I don't really get down to Dade all that much. I try not to. Um and then I'm I also go up to Broward up I'm sorry to Bard up in the Space Coast. Um and with respect to um formerly with the

town of Jupiter and with the town of Palm Beach, sitting right up there as the assistant city attorney. So um that's a little bit about me. Um I'll let David introduce himself. Thank you Matt. Uh good evening everyone. David Tulsus uh with the firm of Weiss Serota Healthman Colon Beerman and I am proud to be here in the town of Lockxahi Rose having witnessed the incorporation of the town starting in 2006 uh sitting at the first town council meeting in 2007 I believe and and moving forward had the pleasure of serving with the vice mayor on the first town council and it's nice to see how you've grown from the old meeting room at the water control district headquarters Miss McClendon as well I remember Uh but you know Weisser is a full service firm. Um you will get first class service from Matt, myself or anyone at the firm and notwithstanding the fact that we do serve a large uh scope of government entities. Uh every firm is number one. You know you call whether it's phone, email, text, you get responses, you get answers. We offer solutions. uh you'll have somebody here available for you uh at all your meetings. Uh and I've and I found through my 35 years of practice that uh this

firm is in a unique position because of the scope and breath of the attorneys who are in that office. Whether you need somebody regarding a uh speed zone issue, whether it's a land use issue, whether it's a right to farm issue, whether it's a code enforcement issue, you'll have the attorney who knows about that and won't have to spend time researching that issue and ultimately charging the town for that time. So, our goal is to get you answers, get you solutions at an economic uh rate uh in an economic amount of time. Um, I've been practicing for 36 years. Um, it's bizarre world, but who did I see walk into the room this evening, but Jeff Curts, who hired me in 1990 at the city of Delray Beach as an assistant city attorney. So, my life is coming full circle here today. But I think through my experience in representing cities, public housing authorities, CRAAS, um, and as shown through my uh, dedication to the town here in its early days, um, got a unique knowledge of the town. I know the unique issues that you're dealing with here. Um, you know, this town was established to control development in the acres and I think after 15 years, I think you've proven that there is a way to do

that. uh and we would continue to help you uh through uh the use of your code, through the use of your charter, through the use of state statute, notwithstanding the fact that they're trying to take your home rule power away. Uh we would work with you to try and give you every opportunity to continue in your efforts to keep the grows the growth. Uh and I think



that's important for you as elected officials as well as your residents and businesses who are here. Um, so rather than me talk on and on, if you have any questions, Matt and I are more than happy to answer them. But it's great to be here and thank you for uh considering why Serotaa uh for this position questions. Anybody? Yeah, I've got a couple. I do too. Go ahead. You go first. So Matt, what other cities are you representing right now? Are you the lead attorney on? Uh in the Atlantic is who I'm the lead attorney for. And how long have you been lead attorney there? Uh just in the past couple months. Okay. Just in the past couple months. And and you've been with this firm for quite a while. Uh I've been with Weissro for 10 years now. Yeah. And I handle all the litigate I do a lot of litigation. I handle all the litigation

for Deerfield Beach. I do I haven't really been doing a lot of litigation for Bokeh recently, but uh I used to do a lot of litigation for Bokeh. Um I do code enforcement for Deerfield Beach. I do code enforcement for for I've been doing that for 21 years uh at various places. That's it. Well, I I did have another question. So, it's listed um your rate is 315 an hour. That's for paralegals and everything. Is that correct? Um I don't know about the paralegals. I I that's not that wouldn't be for paralegals. Okay. Yeah. That that wouldn't be for paralegals. Do we know what that rate would be? Um it would probably uh it would probably be around the 215 225 range I believe. But we could get back to you on that. Yeah. Lisa, did you say you had some questions or did Todd ask your questions? He he he did not ask my questions. Um Mr. Tolman, since you were here in the beginning, and obviously you recognize the uniqueness of our community. Uh and yes, we have struggled to to maintain the the rural nature of the town and um you know, the current town manager has done a great job getting code enforcement up and running. I wouldn't say it's always effective. Um and and that always poses

certain unique challenges. Um, to that end, a town similar to ours, which is probably not a lot, but in your experience, what do you see as as the challenges we face moving forward? And what would be the average amount of time you would expect to build a town with our our issues? The the average amount of time they expect to bill, you know, I I can't give a specific amount. I mean, it it I hate to use the phrase it depends, but it depends because issues come and go. Sure. Um, but I mean, I haven't I personally haven't looked at what your budget is, but we're certainly not we're certainly going to operate within your budget. Uh, we are not going to do work just for doing work. Uh, we're going to make sure that whatever work we are doing has been asked of us to do. Okay. Um, and you know, we're, you know, Matt will bill for time at the meetings. I assume we get paid on an hourly rate. Uh we would, you know, if we had to come to code enforcement hearings, we would bill for those on an hourly rate. Uh but I think one of the benefits you get from this firm that I've seen is the fact that there are a lot of issues that you deal with that have been handled by other cities and other towns

that we represent. So we can very often ask other attorneys in our firm, have you dealt with this issue? Have you dealt with that issue? And rather than having to go and research, uh, we can usually get that answer fairly quickly. And rather than spending three or four hours



for an attorney to research and write a memo, we may be able to get you that answer, you know, with only doing an hour or so of time. So, I think that provides the the economic u basis as to for why Serotaa being your town attorney. Okay. And do you have a particular uh method or uh shall we say uh system for communicating with council regarding issues that that attorneys generally are addressing um versus say just through the staff communication. Um I think what we've seen in the past is is a little lack of communication or understanding of what what the town attorney has been tasked with. um and council's awareness of of the level of work that's going on. Well, I think the most important thing is to be uh transparent and to make sure that every member of the council has the same information and no matter what you're working on. Um especially if the if the council has asked for it, you're certainly going to

copy all the council members with an email or with a memo related to that issue. um if there's a you know specific code enforcement matter, if there's a specific land use matter um and your your the town manager or the you know your community services uh directors asked you to look at it. Uh you're going to work with them. Um and then certainly if uh you know we need to provide a report or a memo to them, we will do that. Um and we would hope that through your town manager that you would be able to get that information. But we certainly if the council as a whole asks us to do something, we communicate with the entire council. Uh we are the council's attorney. We are not any one individual's attorney. So we would make sure that when we get a request that it comes from the council uh and that we provide our response to the entire council. So, and then we can make sure that everybody has the same information. Everybody can make the decision on the same information and the public is aware of what the basis of that decision that ultimately the council is making is based on. Okay. Thank you. You're welcome. Hi. Um, so it came up at our last meeting. We had a meeting about a week ago um

that our current council felt that um it's imprudent for us to sign a contract that doesn't have a limit, a one-year contract or a two-year contract and leave an open-ended end date. I noticed that you have no end date here. So, um is that something that you're willing to consider a one or a two-year contract? The the addition of that? Yes, absolutely. um because we've been advised that that was not very smart of us to sign that contract with him um and that that shouldn't be something we would consider in the future. So you are amenable to having and and what would be the least term that you would be amenable to having put in? I I think we'd have to talk with our with our board. Um but it's it's certainly a discussion we can have. Absolutely. I'm I mean, I know that your charter does provide for the supermajority. Uh, correct. But that's to terminate, correct? So, but I'm you're probably looking maybe maybe it's a two-year contract. Well, I I don't know. I'm kind of surprised because it was a big issue last week with certain people, but it doesn't seem to be an issue now. Um, I'm just kind of surprised that it's not an issue that that there is no term to this contract. And again,

our current council, who is on Zoom right now, advised us last week that we should never sign a contract that doesn't have a term. So, I'm curious as to what term you would consider



because I think that has to be part of our consideration. Um, if we're requiring a term from everybody, we would need to know that you would be willing to do that. Well, if you select us tonight, all right, then I don't know if you're necessarily approving the contract tonight as well. Um if you are going to approve the contract then it's your decision as far as how long you want it to go one year, two year, three year and and you would be imminable to that. Absolutely. Great. Okay. The second question that I have for you is um we're with a firm that has multiple lawyers at this time which is pretty common. Um but one of the problems that we've run into, one of the things that's we've run into is um that we'll get a decision from one attorney and then you know shortly thereafter maybe another attorney will be working on it and it'll be a slightly different decision or you know kind of a change in that opinion. Um what kind of internal controls do you have like like would you own it? I

mean, you know what I mean? Like, do you actually review every decision that's sent over to us and be like, "Oh, no. We said this last week and now we can't say this this week." You know what I'm saying? Like, do you have internal controls for that to keep that kind of thing from happening? What we can do in a situation is depending on what the issue is. Like I said, if it's zoning, if it's a land use issue, whatever that issue is, I talk to Susan or I'd send her an email. We discuss it. we come to an agreement as to what the message should be, what the answer is and then we provide you that message. You stick to it. Okay. All right. Great. If there are later factors that Right. No, of course things can change. But but certainly like if people who specialize and and as we were saying that that's kind of one of the the big um u benefits of the firm is that we have such a such a deep bench almost 100 attorneys. you know, every there's somebody who specializes in everything, right? So, going to that that person instead of spending hours and hours researching it and trying to figure it out, you go to the person who has already done it, who already knows it. We can

discuss it and then we give you an answer. Okay, great. Um, so you do have ways to keep that from happening. Okay, great. Um, also, uh, one of the problems that we're running into currently is that, um, well, honestly, we do a really lousy job of prioritizing as a council, and we're working on that. We've made it a we've made a we've made a commitment to try to do try to be better. Um, um, and we tend to throw a lot of work uh, your way. What kind of internal controls do you have to help us to manage that to say whoa, stop, hold the phone? Um, you guys have given us three major projects this month. You need you need you need to stop and and I mean do you know what I mean? Like like I think this is this is pointing to what Lisa said um what kind of uh direct counsel you will give us to I think it given your example where you say there are three major projects. I think the first thing I would do is say, okay, what is the time frame? What are you looking for? What what kind of a response? What kind of response time do you want for project A, B, and C? Um, and and prioritize and which which is the most important to you and what needs to, you know, is this something that you need an

answer to this week? And then maybe B is something you need an answer to within the month. and prioritize what we need to do and work to get you an answer to the one that is the most urgent and the one that you need the answer to uh first as opposed to the other



two and really and again depending on what they are going to the person at the firm who might specialize in that save time not not going tearing through statutes tearing through regulations but just talking to the person who's already done it and saying okay this is your answer um and also not creating unreasonable expectations, not getting something on Monday and and and if we if it's not an issue, if it's a bigger project and it's not something we can do by Wednesday or by the end of the week, telling you that upfront so we're not creating unreasonable expectations. Thank you so much. I appreciate your responses, March. Yeah. um what's your standing on sitting in on uh council review of agenda meetings or or any other um council uh related request. We would be happy to sit in on whatever meetings you want us to be at. Okay. If if that's the if I understand your question correctly. Well, we were having issues with uh the

billable time that was going into having um you know an attorney sitting in on the uh the agenda review. I mean my my only concern with not having an attorney at your meetings is unintended consequences. Not the meetings, but I'm talking or agenda review individually with the town manager, right? I mean, that's up to that's up to you and the town manager, right? If you if you want us there or not. When you say you, do you mean individual or the council as a whole? Well, I think I think it'd be a council decision as to whether or not you want to be able to have the attorney at your the agenda review meetings and then it's up to the individual council member to say, "Well, I'd like to have the attorney there." Um, and go and go that way. It's it's it's what you as a council wants and then what is each individual council member wants. So, it's not a necessity. Yeah. It's not a necessity. Okay. The other thing is um team spirit. I know you were always uh in favor of whatever we were doing. You were going to come ready and uh you're going to have to polish up those cowboy boots that you used to wear. I got to find the cowboy boots. Uh oh. You strayed from your boots. I did. I did.

So, so do you do participation in uh community events like you know we had founders day last year and so forth? Yeah, I mean our our firm takes a role in the you know we're not just the attorney. Yeah. But we we take an active role in the community and to support the community, the organizations that make the community. Uh so that you know people just don't see us typically sitting up there but we'll see us at an event um maybe outside of these nonxahhatche groves close you know that would be billable time. No that would be donated time and he may have lost the boots but he still has to happen. Yeah he he was a good sport we we gave him some uh real tough issues sometime we done. Yes. Okay, Paul. I just want to thank you, mayor, for asking my two questions. Thank you. I'm just glad I could be of help. Gentlemen, thank you so much. Oh, wait. Todd, just come in on the buzzer. So, one of the problems we've had with the last firm, they've been here for six years, and we've gone through four different attorneys with that firm, and I'm concerned about that turnover. Right. So, as a firm, how do you what is your turnover rate? I know you said you you're only representing one municipality

right now. What other municipalities have you represented before? And what was how long were you there? And maybe David can answer the question is how do you deal with that



turnover? Because we've had a lot of turnover here. Turnover with with the town with the attorney. So we've been with the same firm for six years. We've had four different attorneys from that firm. Well, Matt's going to be your primary attorney. So, as long as he's at the firm, he's going to be your attorney. So, you know, and like I said, I mean, I've only worked at at two firms my entire career for the 21 years, and I've been here for 10 years. Um, and and times up. No, no, no, to the wolves. Yeah. So, so the way that we we normally structure is we have one who's the, you know, your primary point of contact and the lead and who would come to the meetings. And then like I said, we've got, you know, Susan who does land use and Milton who does labor and employment, but there will be one specific point of contact. Thank you, Ner. Before they leave, might we want to ask them if they have questions for you? I'm sorry. Might we want to let them ask us questions for us, gentlemen? No, I don't I don't think so. They

Thank you very much. We'll we'll Thank you for your time. Thank you both. Francine. Who's next? Nason. Nason Jagger. I believe that's Mr. Fumero and Ms. Lewis. Hi. Hello. Hello. Go ahead. Uh, Madame Mayor, please. This This is not Okay. Uh, good evening, Madame Mayor, council members, and a manager. My name is John Fumero and I'm here with my colleagues uh Steve Kaggerero and Alicia Lewis. Yeah, I don't I think it is. And we are with the firm of Nason Jagger, Gerson Harris and Fumero. Uh the good news is and I'll just make a very brief presentation if that's okay with you. Uh the uh the good news is I think you have competent experienced firms. Uh I'm familiar with the wife Serotaa firm and it's it's a good firm. It's uh several hundred lawyers. I think they're based in Fort Lauderdale. Uh and I can say uh the same with your in your current uh I guess the gentleman who works for uh the town uh competent experienced lawyers. You know what is the difference with our firm at Nason Jagger? Uh we're we're Palm Beach County based. We were founded in 1960 in West Palm Beach. We have an office in Palm Beach Gardens and one in Boca Raton. We're not a multiund lawyer firm. We have about 38

39 lawyers at the firm presently. Uh the folks you see uh in front of you today, our focus is on governmental law. Uh about 5% of the Florida bar is board certified. So for a lawyer to be Florida bar board certified is a big deal. Less than 10% of bar members are. I'm certified in federal and state administrative and governmental law. I've spent half my career working in government. I started with the United States Department of Justice in Miami and I from there went to the South Florida Water Management District where I became the general counsel and I very much remember Lock Shahi Gro's water control district for for many years and and dealt with this entity. Uh I also represent besides small cities like the city of Okachchobee I represent a number of water control districts especially given my background at Southwater Water Management District. Alicia who will uh address you momentarily has a very strong background in something that you I think probably deal with and some of the most important issues and that is land use land use law zoning comp planning you know a community like Lockahhatche Groves that's one of the biggest challenges what do you want to be when you grow up how



do you want to define your future how do you keep the rural uh factors and and quality qualities in this community, but recognize that some level of development and growth is going to happen. How do you manage it? How do you build the ordinances and the code to do that? I've been a special magistrate at a half a dozen different communities. Uh done a lot of code enforcement. That's also very important for a community like Los Angeles Groves. Again, maintaining the character. Whatever your vision is, you want to keep in this community. It's the hardest task you will and ever will deal with. And so that's one of the areas that we focus on. Uh, another thing that's very important, again, you you have three candidates. We're all experienced. You know, the city attorney has to be someone who you can trust and rely on. You know, the white hair factor is important. and I've been practicing for 38 years and and truthfully there's I I seen every scenario possible and there was a comment about the quorum. I cannot I have been involved in meetings where the police had to intervene where arrests were made. It's very important to maintain the quorum. It's very important to have rules to

maintain the quorum. Another thing is accountability and transparency. Not just you as elected officials, but your city manager and your city attorney must also be transparent and accountable. For six years, I've taught at for the Treasure Coast League of Cities. I teach ethics, public records, and sunshine law. Those are the big three that govern how you and any other government does business. That is the really the government bible. uh I don't mind saying I'm an expert in those three areas and continue to teach that class. As you all know, you have to do four hours every year as elected officials. So again, I think that's part of what Steve by the way was in the Marines for 13 years, then went to law school. Uh and Alicia bring to the table. I want Alicia just maybe just take a few minutes talk about your land juice background. Good evening and thank you all so much for giving us the time to present to you. And like John said, we have you have wonderful, amazing candidates. Um, but I kind of want to tell you why we're a little bit better. Um, so as John said, my focus is primarily land use zoning and government. Um, I went to Auburn University undergrad, got a degree in polyai,

and I loved government so much that I got a master's in public administration before going to law school. So if there's any doubt that I'm a government nerd, um, I don't think there should be any doubt. But I really do want to be a part either way, whatever you decide. I love when I see communities that are growing and zoning and land use are such an integral part of that and making sure that the public not only understands how land use and zoning works and how it affects them on a day-to-day basis but empowering them to actually be involved in sharetses and different things that they can do as a community to make sure that the code and any changes fully reflect what your intentions are. So, some of these discussions that I was able to listen to are not only lively, but they actually excite me um because I can see where there can be some great solutions. I've heard things about staffing issues and there are so many ways that we can address that. Um we could address it with internships where you give younger people in the community an opportunity to learn and grow. Um, I just think there are so many amazing and exciting things that can be done. And I think that government oftentimes



can get a little static and not be as innovative as it can be. And so, as somebody who is a government nerd, um, and who has over 10 years of experience as a land use attorney, I would love to be a part of helping you turn that corner. So, thank you again very, very much for your time. And you know, obviously with any small community, it's about money and fiscal accountability. Uh you know, you always have this many things to do and this many resources to do it with. That's obvious. Public infrastructure is important. One of the things we do, I'm very proud to say I had a hand in writing Florida's public private partnership legislation in 2013. It's a tool that local governments can use to leverage public funding and knowhow for public infrastructure and I'd love to talk to you about it and if you have any questions I can fill you in on some of the details but also in terms of our proposal. So we gave you two options. Option one is a flat fee. Now, anybody who stands in front of you and says on day one, I will do it for X a month flat fee, I think is uh blowing smoke because they we in order to come up with a meaningful budget, a meaningful flat fee proposal in our in our proposal,

we suggest that we take 90 days to work here on an hourly basis and understand what are your goals, what your priorities. How long is that list? What are the resources we have to work with? And then based on your needs, we can fashion and tailor a legal services budget, a flat fee proposal for your consideration or we can do it on an hourly basis. And there's really no set formula. Uh for the city of Okachobee, I do it as a flat fee. I'm the general counsel of the Port of Palm Beach. We do it hourly. So there's no magic there. Uh we offer a governmental a very competitive governmental hourly rate which is in our proposal. Uh but there's really no right way or wrong way to do it. The the right way about a flat fee is it gives you certainty in the budgeting process. And again when you do a flat fee proposal what's equally as important is defining the four corners of the scope of services. Because anybody who says here's a flat fee and I'll do anything is not being honest. For example, litigation would typically fall outside of a flat fee proposal. It would be a different proposition. But we've given you both the both the flat fee and a hybrid proposal in terms of our fees. Uh you

know we have a PowerPoint presentation which you're going I'll spare you. I know you're having some technical difficulties so we we will dispense with that. But the bottom line is we do think we're different. We are a midsize firm. We are based in Palm Beach County. We've been here since 1960. This is what we do day in and day out. We've worked in government. We understand what it is to sit up on the dis and what you are having to deal with on a on a regular basis. We also know what it is to deal with the public. These are your constituents and constituents demand they're entitled to accountability and transparency and unless you've worked in government I don't think you really understand how that works and again I've spent half my life my professional life working in government. Uh so for those reasons we think we are uniquely suited to serve as your town attorney and with that would love to address any questions you have. Anybody? Oh, I'll start. Um, mayor beat me to it on the last one. Uh, time frame. This is open-ended. This is open-ended for the term for the term of the contract. We were advised by our present council that we would be foolish to sign a contract that didn't



have a term, like a one-year term or a two-year term. So I I think it's fair to say any contract that is forever doesn't make sense. However, there's a way to split the baby, so to speak. So what you do is you have a contract that has an automatic rollover. Could be for a one-year term, could be for a two-year term. Now, the town attorney, the truth is just like your city manager where we really start producing for you because you know our you set the policy, the manager and the attorney execute the policy that you set. It takes several months if not the better part of a year to really understand the community, the needs, where we have to go, what are the pitfalls, the landmines that are out there. And so, you want a multi-year relationship with the firm. I I would not do a one-year, although we can. I would definitely do a an agreement where you would maybe have an initial two or three-year term like the one I have for the Port of Palm Beach was an initial three-year term and it has then one-year rollovers that are automatic unless so you're really consider as your town attorney we are at will at any point in time you can say hey John it's been great bye-bye that's the way the if

I don't have your trust trust and respect. I shouldn't be here. Well, unfortunately, it takes four of us to do that. Yeah. So, that that's that's the only it's it's three to higher, four to five. That's the way our charter is written. So, without a referendum change, right, to our charter, that's that's what we're that's it's called the supermajority. Yes. Right. Correct. So, it's it you know that that's the concern is, you know, you enter into an open-ended deal. You know, this was the concern that was brought up last week that, you know, you enter an open-ended deal and until I can convince four three other people here to jump on board with me, it's just going to keep on rolling unless there's some kind of, you know, renewal clause or something like that like you're saying like Yeah. So, the alternative, I think this is where you're going, is you can force a decision. to say every year the the town attorney has to be reconsidered and voted on again. You you can set it up that way if you wish. It to us it it doesn't matter. I mean obviously with any relationship we we prefer long term but again it's like a marriage we have to make sure it's the good fit before you go long term. Is

that good? That got a lot of chuckles. Okay, do you have anything else you want to ask? No, thanks. I couldn't speak your full team, Marge. Okay. Um, how much in town hall time does your firm usually do? Only for meetings or Yeah. So, are you called in by the manager for special? Yeah, that that's a super good question. So, it varies. Again, we have to tailor it to what your needs are. If your needs are, hey, we need somebody to have office hours here four hours a week, we'll do it. I again, and and someone stands in front of you and says, I'll be here every week for it's really it depends on your needs and the staff's needs. If they are to the point where you need four or six or eight hours uh per week then that's what we'll maintain office hours here. The issue really is also like when for my clients for all of us you have our cell phone numbers and we're available almost any time you call and we will answer and if we don't answer we will get back to you quickly. That's called accountability and that's billable time also of course. Yes. Yeah. Yeah, good job. Unless you do I don't know. It says you no charge for routine costs including telephone calls. So I I'm don't see emails

though, so don't send an email. All right. Do you have any more questions? Um yeah. Um who in your firm is familiar with uh a laws and so forth? Me. Agricultural. Me. Okay. How



many years of experience and where? General counsel of the South Florida Water Management District. I've dealt with hundreds of thousands of I've bought hundreds of thousands of acres of agricultural lands. I've represented ranchers, cattlemen, citrus grove owners throughout the state of Florida. Uh I in water management disputes, land disputes, you name it. Okay. And you weren't there when the CM River was straightened and No, that was in the 60s. I was there when we put it back and uh and wiggled it a little bit so it was no longer straightened. Okay. Thank you. You done large, Lisa? Uh my question is a bit more for Miss Lewis since she's going to be the the lead um council. So, in doing a little research, I I see that the firm does tend to speak more on their roles um representing ranchers and developers and things like that. And uh you also spoke about being creative in our town. We're not a particularly creative town. Um, we look for creative money, but other than that, we have a pretty simple vision.

So, I I want you to address, please, um, serving in a role that that is more going to be oriented to the town's goals. Right. Thank you. Thank you for that question. Um, as John said, we want to tailor our services to what you want and need. And sometimes there's a need that financially you can meet without actually spending or using a lot of your funds. And so when I said to be creative, I wanted to help be creative when it comes to those types of situations where I just may have an experience that I could share where it was addressed. Um, as far as making sure that we meet all of your needs, we want to at least have that initial conversation, that initial meeting with you all to really understand exactly what all of your needs are. And once we do understand what your needs are, we want to create a plan that you're going to support. and that actually fits what the town needs. So, I hope that answers your question to some degree. Yes. Okay. I I would say that on a whole we're a pretty experienced um group of elected officials. Um I'm sure in the big scheme of things, not so much, but certainly pretty well-versed in in our own our own challenges. Uh and I would say and whether these

lovely folks would agree with me or not, it's about a consistency, a consistency in the uh advice that we get um from our experts and a cohesiveness in our uldc and our comprehensive plan and things like that. And I think that's a challenge um it's an expensive challenge, right, if we're not careful how we approach it. So, uh, that would be a concern for myself, um, no matter who we bring on board. May I add that, uh, one thing that Lysa has done, I'm going to be your your fan club here, is that we've gone into some communities, uh, Okachobee and Kiston are examples where we did an audit. They said they had problems with land use decisions. They had four category, you know that residential, commercial, industrial, that's it. And they were getting we have less. That's the thing. So, our job is to give you the tools you need to get to where you want to be. If you don't have the tools, how do I say this? Uh, I was going to say you're screwed, but I probably shouldn't say it that way, but without a paddle, you you really have to have those tools. Part of the tools is, as I said at the beginning, having a zoning code that gives you that flexibility. So when you look at residential,



you could have three, four or five subcategories there. And here especially when you want to maintain a rural character, I know there's been some efforts to bring equestrian to make this uh some some of the benefits of like what Wellington enjoys. You need to have look at if you've seen Wellington's zoning code. I mean, it is a very complicated but very important tool that they use and they've created over overlay zones for the equestrian. They have an equestrian protection area. They have an equestrian overlay district. I mean, again, the council can do anything they want because they've been given the tools. Those tools are ordinances. Ordinances are the laws that govern here. If you don't have this stuff codified in your ordinances, good luck. you're not going to get anywhere. And as you get these bigger projects, they're going to compromise. And just also, we don't do bait and switch. You said, you know, Alicia will be the person here sitting uh wherever they sit there. Thanks to me. But you get this is the team. This you'll you any one of you and especially the managers, you can contact any of us. and Alicia who's a land use specialist, if there's an environmental issue, if

there is an infrastructure issue, she's going to call me and I'm going to step in. I mean, that's the benefit of having a firm versus an individual. You know, we are creatures of God. You know, we only have so many capabilities. And if you go to a doctor, no doctor's going to :03 say, I'm an orthopedic surgeon and a cardiologist. here we can offer you the :09 right areas of specialization that you need as a local government. I mean juice :16 is the most important. I'd like to just piggyback real quick off of yours with my question from last :21 time which is um one of the issues that we have had in a firm that we re with :26 multiple attorneys is that um we'll get a decision and then at some point we'll :34 get a different decision from somebody else in the firm. So, I'd like to ask what kind of internal controls you have :39 to assure that that type of thing doesn't happen. Where where does the buck buck stop? Does it stop with Alicia? Does it stop with you? I mean, :46 who's with you? My name is on the door. Okay. Every decision that is every :51 decision that sent before Alicia sends a land use decision over to us. :57 That's and something she runs it past you. Steve and Alicia

of any a work product :03 of consequence. Obviously, not every single letter that's anything of substance, we will discuss before you :10 see it. And you will never, let me be clear, you will never get inconsistent :15 opinions. That's okay. Thank you. Thank you for letting me interject, Lisa. Yeah, that even that's never happened. :21 Seem to fit this. Um, yes. And Wellington has about \$13 million budget. :26 So, um, why do they have We'd like to have a less complex Why do they have \$13 million budget? :32 because they have high density, they have high taxes, the land juices that were put in place. :38 I mean, that's again, one relates to the other. No, and again, I'm not suggesting this be Wellington. What what I'm saying :44 is you decide your tax base based on the land use decisions you make and :51 that that's one that you can't separate. I understand. Uh, last question. Um, I :57 would pose this to each person coming up tonight. I I would like to understand :03 your approach to communication with council as the legal counsel to council. :10 So, so again, as I said at the beginning, accountability and transparency. So, the :17 manager and the town attorney execute the policy.



You were elected to set the :24 policy, set the goals and the priority. The manager's job and the city :30 attorney's job is to execute those priorities that you set. And we can't do :35 that unless there is a regular and open line of communication with us. And each :41 one of you have different needs and different visions. And it's important :46 that you be able to talk to your town attorney because as your attorney, we have attorney client privilege. So, it's :54 important that you be able to talk in confidence with your attorney. In fact, :59 it's a violation of the sunshine law. If uh one of uh the council member spoke to :05 me and I turned around and went to another council member and says, "This council member says that that's a :11 violation of the sunshine law." Now, it happens unfortunately a lot because there's some level of ignorance with the :16 sunshine law, but you have to know that you have uh confidence in your town :22 attorney. you have to I think I think my point is that we've had um a little history of um priority :32 questions uh that direction from council versus direction from staff to the town :38 attorney. And I think that's one of our our reasons we're

we're trying to work on clarifying that in the future to :44 control spending. So that that's the nature of my question. And if I may too, Steve's area of :50 specialization is procurement. So when you spend, you have to go, you should go :56 through a competitive process to make sure you get the most bang for every dollar you spend. And I don't know what :03 your procurement code looks like, but that's another very important tool that you have that when you let a contract, :10 you know that it went through a pro a rigorous process and you got the most bang for the buck with a qualified, :18 competent firm. Thank you. Todd Alicia, how long have you been with :24 the firm? I've been with Nason Jagger two years. Wow. Two years now. :31 And then um another question I had was um what's your contract with the city of Okachobee right now? What is that dollar :38 amount? :44 Yeah, it's a probably 9,000 and change per month. :49 Okay. And is that it's a straight fee that it's a flat fee. And do they have an in-house attorney :55 also or you guys handle all legal matters? We handle all well except for uh :00 insurance defense, uh employment :05 pension. Yeah, we have police and fire pension

and litigation. We handle litigation, but that's not within the :12 scope of services within the flat fee. And the flat fee that you propose here :17 is double that. No, as I said before, I for me to give :23 you a flat fee is silly because I don't know you. I don't know what your needs :29 are, what your priorities are, I don't know if they're 18 or two. So, what we :34 had proposed is if you want a flat fee, let us take 90 days working for you to :41 work with you to get to know you to understand what your needs and priorities are. And then after the end :46 of the 90 days, we would give you a flat fee proposal because if I gave you one now, I'd be pulling it out of you know :52 where and then you know we're going to have either one of us is going to be dissatisfied with whatever comes out the :58 other end. So we've learned again through trial and error that this is the :03 best way to do it. Do a go hourly 90 days. And by the way, on our hourly too, :08 we'll do a blended rate because what I also dislike is when you get some of these firms and you have three different :15 lawyers working at three different rates. That doesn't make sense to me. We just do one flat hourly rate.



We can't. :22 We We're, you know, we have flexibility uh in structuring how we do this. :29 You done, Mark? Yeah. Um I have a question about um :37 we have a situation with a u um a land use for um community recreational and uh :46 a lot of the residents are concerned that should uh the um viability of their :54 plan not work out, can they come back and give us a zoning change request and :02 make a multi- uh uh big project uh like apartment complexes in a um uh :11 recreational area. You're asking her for legal advice. That's awesome. :17 Don't that can we can we talk about that? Think so. :22 I don't think we can talk about that. Well, I'll say I won't go into in depth, but um generically speaking, just or :30 generally speaking, I would say that generally speaking, is that better? :36 Close to it. Okay. So, generally speaking, you would need to first look at your land use categories because that's coming from :43 your comprehensive plan. Your comprehensive plan is what directly spells out what your zoning code allows, :49 right? So, first we'd have to look at what that recreational use is when it comes to the land use in the :54 comprehensive plan. So, if it allows certain uses,

then we can adapt your zoning code to either prohibit that type :01 of use or that land use from transferring into a zoning that allows a higher commercial density in a :07 recreational land use or we could change the zoning code to where it requires special approvals before you can use :14 that density. So, it there's so many ways to address it. There's so many ways to do it. Um, and then I'm I'm sorry to :21 just change gears really quick, but I didn't answer the beginning of your question. I just remembered what it was, :26 and it was that we're typically on the developer side, right? But I've have tons of experience working on this side :33 as well. And I think what that brings is that not only do I understand how developers will approach you and the :39 things that they're attempting to do and how they're going to try to do it, I also understand the ways in which you :44 can limit and prohibit those things. So I I I have a ability to understand both sides. I've permitted you know 600 unit :52 developments. I've permitted um all the top golfs in South Florida. I've worked on largecale um development projects. :59 That gives me an understanding of what even in smallcale projects

the community needs. So I do understand that concern :06 but again I I get to see both sides. Okay. Okay. Thank you. Thank you. :12 Okay. Mar done. Did you have any questions for Oh, I'm sorry Paul. You keep you keeps slamming it under the :17 belt, doesn't it? I like to hear stuff before I ask questions. Um, you know, I I I like I I :24 you know, I I like that more than I like this. Um, so :30 you just made me lose my train of thought. Sorry. Um, :36 it's it's okay. It's okay. That's gonna That's not going to hurt. That's not going to help. Um, :42 never mind. Was it? That's not that important. Did you have any questions for us before we excuse :48 you? If I may. So, is the Because it was unclear to me. You have a an attorney :57 now who has resigned. All right. That's Tivia, correct? :02 Okay. So, that that attorney has resigned. So, you need to fill this position ASAP. :09 The 21st of August is the last date he can work for us. Okay. All right. Well, that that answers :15 it. I mean, uh we I don't Do you either of you have uh a quite I mean, no, I :21 think we call for August. No, I'm just saying that :27 the last possible date. That's the last possible date is is what? Yeah, I



just he came up excuse me, but he did come up :34 with this question. Sorry. Um so, yeah, you were talking about flat rate, etc. like out in :40 October for example approximately 9,000 a month whatever and you talked about 90day trial period you know to come up :48 with this you know figure out what what we need so I would I would assume that :53 what you use to template that 9,000 a month is kind of :59 customizable depending on our needs right so if we need more labor and whatever that can be incorporated into :06 that monthly versus having less purchasing thing or it's all it's :12 like an all exact thing I consider and let me give you an example you we walk in here and :18 you say we have an antiquated code we need an a toz review and modernization :26 of our code okay that's very doable we've done it before but it's a major I might say for :32 the first year let's make it x if you want flat fee and then after that let's :39 revisit it because you know again priorities and workloads change over time you don't lock in it may be we do :46 that for the first year again it's it's based on what you want to accomplish :52 yeah I guess my point is if if we're say you have these five

areas that you :57 specialize in and we're heavier in these two or three and you know I because you :03 you the way you put it off was it's 9,000 a month and that's kind of basic :09 And then but we you know and labor and whatever's extra and litigation's extra :15 and this is extra. So that you know that's the part I'm talking about tailoring instead of saying oh well this :22 is the base and then labor's always labor and sorry like human resource etc is extra. :30 May I Paul? Yeah you understand? Are you going my my take on your 90day analysis is billable :37 hours in those 90 days we build 13,000 average a month and that's what we're :43 going to move forward with not areas of law and practice and questions. Is that correct? Thank you. :48 And sir, may I just to be clear like the union the labor :54 that's not our specialty. So in those instances it's not that we don't want to do it. We have there's great labor :01 lawyers that we refer that kind of work to. They are specialists. That's all they do day in and day out. I don't want :07 to give I don't want to I can I do labor? Sure. But am I the best? No. And :13 in those instances, we'll be the first to tell you we're not the

right. Let us :18 bring in a subject matter expert for you. And I would hope you'd want us to do that because some of these larger :24 firms say, "Yeah, we can do everything and anything." And you know, I think sometimes that could be not fiscally :32 sound. Well, they'll we'll yeah, we can do that, we can do that, we can do that. Here, we really focus on what we're :38 experts in and if there's something else, then we'll bring in the right firm or individual for that. :45 Thank you. Yes, ma'am. Thank you for your time. Okay, we have more people. :51 Thank you very much. Thank you, Fred. Uh, may I ask, do you want us to stay around or deliberations or more :59 questions or should we depart? What's your pleasure? It's your pleasure. I I have a :06 suggestion um to the council that um as we finish :12 up with the final applicant that we uh recommend for our August 5th um decision :21 that the staff provide a matrix of of comparison of what each firm is offering :27 so that this is not so willy-nilly in our notes and stuff like that. They they bring it back with price per hour, other :35 options, you know, kind of some of the stuff that kind of outlines each proposal. Make a decision



tonight or make a decision on August 5th. August 5th. :42 I like I like that. It's it's a more of a comparison type of scenario. Todd, :49 pros, cons, we've dragged advertised August 5th either way. So, we've dragged it on and on. So, I'd :56 prefer to make a decision tonight and move forward because it seems like we're very stagnant with with legal services. :01 advertised August 5th. That's Tuesday. It's a week. Whatever. :06 March. I I like everybody get their opinion. I like Lisa's idea. I'd like to see. :12 So, you can feel free to go and we can let the wife May I May I get a clarification on that? :18 We're scheduled for a contract um and for the new firm to begin work on August :23 5th. So we would bring a sample contract for the firm cuz we or the entity and we :32 would bring the matrix. We'd bring both. Name the name on. :38 Is that correct? Does that work? I bring a contract from both fir from the different firms and a matrix from :44 the different I know it's for you but I don't mind would help us. I know that you had :50 previously stated when I asked that question about, you know, we make the decision they begin the same night and :56 you said that's how that was

previous done. So I would defer to your expertise on on how that manifests. :02 It's actually in the RLI that they would begin work on August 5th. :08 Um so if we have a sample contract from each of the firms and they have the :13 matrix, we can have that discussion and the decision the same night. very first thing. :19 Very first thing that doesn't mean that you can't have just and they all have to be there and they all have to be here. :24 It's like a horse show where they all Can you line up, please? Can I offer some :29 Can I offer some unsolicited advice having done this many many many times? So, :35 we love advice. And I I recommend this whether you're hiring an engineering firm, a law firm, :42 or a contractor. First make it choose the firm and team that :50 you want that looks feels like the best fit and then negotiate with them. If :56 it's an unacceptable result, then you go to number two. If you negotiate with two :02 at the same time, good luck. I mean, it's it's that doesn't work. :07 Either in engineering, contracting or or or law. It's really find the best one, :15 qualified, the best fit that feels good. And then I'm confident that whoever that :21 is, you'll work

out an acceptable financial arrangement. And if not, you go to number two. :26 That's how they're typically structured. Mayor, the town attorney has his hand :31 raised. Oh, I'm sorry. I see nothing. I see nothing except press source on :36 your remote. Okay. Go ahead, Glenn. So, um I think the last meeting :42 you talked about using our Yes. Uh can you hear me? :48 I think I'm gonna try to read you on yourself. Okay. Like you did, Marge. :53 Yeah. Valerie, can you hear me? The same message we were getting when Marg's green hat faded out, wasn't it? :00 I'm gonna put you on. You can't hear me through the screen. We're having issues. :05 Okay. Okay. Watch. Go ahead. Go ahead. :11 Okay. Okay. Good evening. Um, what I believe we discussed at the last meeting is that we :18 follow the required language and just leave a one for each of the applicants :24 and you would decide which one you wanted. They all simply have a whatever the rate, the hourly rate they have, the :30 one-year term if that's what you want to go with and it would be the same contract. They're not going to have different contracts. They all have the :36 same professional service contract. The only thing that's



different is their hourly rate and perhaps their scope of :41 what I'll look at each one of their scopes as to what they include or exclude. One firm excludes labor, another firm excludes something else. :49 Fine. We're ready to go. Yeah. So, everybody has to be here and then we everybody comes to the party and :56 Well, I think um since we're having Glenn, I'm hanging up. Okay. :02 Since we're having general conversation, I think it's fair to have all the attorneys in the office while we're or :08 in the chambers, but we still have one more interview. So, at the next meeting. Okay. Well, because they're also waiting :15 um the other the other firm whether we should stay or go. :21 Well, I know the first firm was waiting. So, I didn't know if we were going to have that general conversation with everyone at the end. :28 Yeah. It should probably be explained at the end to all so we're all on the same page. Great. Yeah. :34 Thank you so much. Gonna line the horses back up. :41 Got the victory parade. Next time come down asking in backyard. We should get like a big rosette to hang :46 their backs and make them fancy on their end. :53 Honorable mention. Well, while no one's in the room,

um, but the meeting is still going on, will :59 we be taking public comment? Yeah, I think so. Will you be what? Public. Public comment. :05 Yeah. Okay. Well, Lisa says yes. Oh, I didn't say yes. Marge said yes. :11 Oh. Oh, for Yes. For what? Hi. Public comment at the end. :18 Hi, I'm Jeff Curts. Damn glad to meet you. :25 Um, I currently serve, as you know, as the project coordinator. Um, I am :30 interested in being the town attorney. Uh we have discussed this over the last :36 few weeks. Um I think the advantages to having a singular person uh represent :44 you rather than a law firm is that you :49 will get the same face and the same opinion each time and there will be a consistency of of action. Um I know I :59 know those folks. They're good attorneys. I Glenn I've known for years. :04 He's a good attorney. Um I think uh at :09 this point in time if you hire any of them, you're going to have some of the same issues that you've experienced. Um :16 because that's just the the nature of the the business um model that they have :24 to to go on. Um, and I think I indicated :29 in my letter, uh, that if you wanted to consider hiring me as an instead of as :38 an employee, um, but as

a law firm, I would, uh, consider that. Um, and so :46 with that, I don't want to belabor the time. I'll take questions or if :52 you've got anything to ask me. Go ahead, Spell. The 225, is that um solely you or is :00 that you and a parillegal or is there support staff involved? How's how's that break out? :06 Um that would be me as a solo practitioner. :12 Um I don't know what level of support um :17 I would uh I would take on immediately. Initially, it would be me and we would see what the the workload was. :26 But if you did take on a parallegal, that's your that would be that would be my responsibility. Um all all taxes, all :34 insurance, all those kind of things would be my responsibility. Um but it :40 would be it would be a different arrangement. I obviously would not be here um every day. I would probably :47 devote more facetime uh than other firms because you would be uh certainly my :53 primary if not only client. Um but I wouldn't promise that uh I wouldn't take :59 on um other clients. So :04 Paul, so the 225 covers an hour for your firm, one man an hour, :10 right? All right. Yeah. That it was Lisa before you Lisa. :18 Uh so a question on what do you anticipate the



number of :23 hours you would expect to just in your experience you obviously know a lot :28 about the town and and the usage so far. Um do you have any idea what you would :34 anticipate um an hourly monthly total would be? I think it's going to be :41 the same that we've been talking about. Um, as far as you're gonna you're going :47 to see somewhere in the neighborhood of 1,500 plus hours of billable time :53 annually. Yeah. And and then as far as itemized billing, um, what would you be doing that 30-day :03 sequences or? Uh yeah, it would be it would be monthly uh monthly billing. Um :10 from a cash flow standpoint, if we got to that point for the first couple of months, I might want to see if we you :16 would be indulgent enough to give it uh two weeks so that um uh that would help :21 with the cash flow situation, but that's not that's not mandatory. But you would get um monthly billing. Um a lot of :29 things I think would be done on a project basis. I try to identify um :35 what we were doing on particular ordinances and and break it down in more :42 detail um than just the the general billing. But there obviously would be some general billing um that would be :49 involved

there where you can't you know it's difficult at one of one of these meetings to say well it was 15 minutes :55 on this and 20 minutes on on this. It would be, you know, four hours for the :00 the meeting and you break it down in 10-minute increments or what's the industry :06 standard? Um quarter hour billing. Quarter hour. And uh lastly, you propose :13 starting in September. Uh that's it's open-ended. That's a 30month day month. :18 Are you talking about the beginning of September? Um yeah, I would what what I would need :25 to do if you were to uh to consider that option. Um then I've got to uh get some :32 insuranceances lined up for uh myself personally and professionally. Um and I :38 also have some uh unused vacation uh that I would not want to leave on the :44 table as it were. And so I would anticipate it would be, you know, the :49 September 3rd meeting, something like that, September 2nd, that I'd be able to put everything together and and show up :55 and take on those duties. Okay. And that leaves us with a a hole in coverage, right, with Glenn's last :01 day, the 21st. Right. Correct. When that 21st was a Oh, you're gonna :06 have to get him back on the phone. The

21st was a hard day for you to be done. :12 Well, I'll be out of town. This is very not okay. :19 Yeah, I would be out of town after that. Efforts to do what I need to do to keep :29 So you could provide coverage until the beginning of September :34 through your office somehow if or if we needed to. :40 Thank you. Thank you. Anybody else have a question for Glenn while we got him on the phone? Okay. All right. Thank you, Glenn. Okay. :48 Lisa, I think Marge was next. I'm pretty No, Todd was next. One of the questions that Anita had for :53 the other firms is, is it possible we're going to get different opinions from your firm? :03 Depending on the day and the mood, get malpractice insurance. To the question, :08 I think I've been relatively consistent. Maybe not always right, but consistency I can promise. :14 Back to the question that Paul asked and I wasn't clear or I may hopefully I wasn't clear. :19 If you ended up with a paralegal, that paralegal rate would still be 225 an hour. Who knows what they you know they said. :24 No, if I was if I if I was if I had a paralegal and I was billing for the paralegal's time, it would be at a :31 reduced rate. I haven't set that rate



because I don't have a paralegal at this point in time. I don't know that I :37 would uh provide the the paralegal. That would obviously depend on the the :42 level of uh need and time and it's an economic decision. Um if you're asking :50 whether there will be an equivalent level of service between :57 being inhouse versus outside. Um no, it's not an equivalent level of :04 service. I think going inhouse is your highest level of service regardless of which firm you're going to uh to focus :12 because you do have the additional um the additional time. I don't know exactly how the other firms are set up :19 um but it's usually not uh in this day and age a onetoone relationship between :25 um the the firm the the attorney and the assistant or the the parillegal. :32 So, one of the things that you will see inhouse :38 is I'll be more available for meetings and and things like that. If it is an :45 outside service, um we would talk more about a structure in which I would be :51 here probably using the the conference room um for a full day or a day and a :57 half or two days of meetings, but not not planning on being here five days a :03 week. there would be an accommodation with the

schedule that would free up more time of mine to actually uh perform :13 the necessary work and you know there at some point in time there probably would :19 be an assistant or a parillegal that I would get involved but and if you did as a firm would you do a :25 one-year contract? I have suggested :31 uh to you all in in my cover letter or my letter of interest um that I would be :38 willing to do a short-term contract. My advice to you um in whatever capacity :46 I'm in at, even if you hire somebody else, if you're talking about one year, :52 don't make it October to October. And the reason I say that is um the the :59 first year uh to me should end in the January :05 um time frame, not January of 26, but January of 27. Because look at what :10 we're doing right now. If you have an annual contract, you're going to be :16 coming up and saying, "Okay, do we have a deal or don't we have a deal? If we don't have a deal, we're supposed to be :21 in the middle of budgeting. We're supposed to do all these other things. Plus, :26 I suspect um from from seeing what you all have to to deal with and we do have :32 an election in this community every single year, that means there's a :38 new

council person. that new council person if it is um an October to October :45 time frame and you're making these decisions in somewhat of a timely basis which means it's you know July August :54 you've you've worked with the the attorney whoever it is or the law firm whoever it is for a couple of months now :04 how much interaction how much knowledge do you really have I think you're in a much better position position if you're :11 going to go to the shortterm contracts that you have it being a less busy time :16 of year. I say January uh first have the terms end. Then it's October that you're :23 making those decisions on a retention decision. If you decide that retention is not the thing, then you're going out :30 and doing this process. not on a rushed basis but on a basis in which you can :36 actually uh meet some people and you know do it in what most municipalities :43 would think is a more typical measured fashion. Um so that's my advice to you :52 regardless if you're considering me or anybody else. That's a good thing. :58 That's right. And and and you can't And and the thing about making it any :04 longer than that, then you run into smack dab into the silly season, uh,



which is when somebody's running for for :11 reelection. It's always a silly season and it makes it difficult for you to operate. And I know we've had :17 discussions about um that's one of the things that the the charter committee um :23 should look into whether or not it is a wise thing for the town to continue with :31 um annual elections so that uh you always have to to deal with an election :38 and the the change that happens every single year. But that's a decision for later. Right now that's the :44 circumstance. Um, and that's my recommendation. I believe Lisa was next, Paul. Oh, no. I :50 mean Marge was next. I'm sorry. Okay. Saw light over here. Um, if um if you were not chosen, would :00 you stay on in the position that you are in now? :06 Um, for how long? How long is your contract? I don't I :12 don't have a I don't I don't have a I don't have a contract. Uh I I wouldn't :18 want to pass up on those vacation days that I have earned. Um I don't know, :24 you know, uh it would be it would be a decision that I would have to to make. I think I I have indicated to you um all :33 in the past that's that's something I would have to to think about. Um, and :38 I'm not going to

make a commitment uh beyond I certainly wouldn't walk out of :44 here uh tonight if I'm not the selectee and go, "Well, I'm done." :51 That's not the way I react to anything. Yeah. Yeah. Okay, Paul. :58 So, since you're sole proprietor and sole attorney and the only guy, um, :04 what's your projected what's your projection for and and knowing, you know, what what runs around here? What's :10 your projected use of outside counsel :15 like for litigation for this for that? You know, similar :22 similar to to what we were talking about on an uh on an in-house um basis. There :29 would be some areas of um expertise um :35 that it would make more sense to uh such as hire outside counsel :41 um labor law some well we have we have :47 personnel not really labor because we don't have any unions at this point in time that we are negotiating with but :52 yes um depending on the the issue depending on who um was involved olved. :59 Um it would it would potentially make a a difference um just to avoid the the :07 issue of of conflict if if it was it was Valerie. I've gotten to know Valerie on :13 you know associate basis. I'm not sure that um if there was something going on uh :20 with her,

I'd probably want somebody else to investigate it. So that not that I would think that she would ever do :27 anything wrong, but that's why I shouldn't be the one that would investigate it. Uh :33 um so there would be those kind of circumstances. Um :38 there would be some uh litigation matters uh that I would say are going to :45 be too time consuming and uh potentially complex. :50 What you want on the litigation matters is hopefully somebody if there is an :56 action that is brought against uh the town, you actually want them to be :01 asking for money so that your insurance policy uh will kick in and you will get :07 um counsel from our insurer. Uh that's much the same situation. Um there could :14 be there could be other circumstances. Um, you know, it would depend on the :20 complexity of the matter and where we were at. Um, because the primary the :27 primary responsibility would be the the day-to-day sorts of things, covering um :34 the the various meetings, um, advising staff on uh, planning and zoning :39 matters, those kind of things. Um, I would anticipate that on those kind of things and the cost recovery type of :46 items. I would primarily be the person that would



handle that once again so you :52 get a consistency of opinion and uh and everybody dealing with it that way. :59 Thank you. Okay. Are you suggesting that we have everybody come back in for the public :04 comment time? Is that what you were suggesting before we just we recess? Jeff, we asked the other candidates if :10 they had any questions. So, yeah. Did I'm sorry. Did you have any questions for us, sir? :15 No, not at this point in time. Um, were you suggesting that we bring everybody back in to for public comment :22 or or that we have everybody That's actually up to council, but I think that what I heard council say was :28 Could I suggest we bring them back in, tell them what the scenario is as far as the August 5th, it's the August 5th :34 meeting, right? August. and let them know that they can stay if they'd like to for public comment that they can :39 also. I think that's what I heard the consensus of before. I believe so. Okay. All right. So, let's bring :45 everybody back. Now, we can have a discussion amongst us. It's I would like to I was anticipating having public comment :52 and then us having is what I was doing, but I was going to give them the opportunity to

either go home or stay at this point. :58 Should I stay or should I go? We certainly don't want to get build for the time :04 now. :25 Okay, everyone. Thank you so much for your patience. So, what we've decided is :31 that we will um :36 bring everybody back on the sixth on the 5th of August and we will have a :42 decision at that time that we will make a decision that night. We will have um :47 a ser council will have a service contract for each one of you basically :52 which will just fill in the blanks of whoever is chosen that night. So at the beginning of that meeting, someone will :58 be chosen and please be prepared to start working that night. Um and uh we :05 are now going to have a public comment session as well as um some council :11 discussion. So we were wanted to invite you to either stay or go. It's completely your choice. We didn't want :17 to hold you up if you um want to lead, but we certainly um invite you to stay if you would like to do that. And with :22 that, Valerie, do we have any public comment? Manilia, :37 Phyllis Manilia, Sixc Court North would have preferred to have the public :42 comment without them in here. And I was thinking we would have a public

comment :50 before you would have made that decision to have them come back. :56 So with that said, I feel like two of the firms actually :03 spoke for Mr. Curts because the first guy said he was his first hire. Okay. :09 And actually what I'm going to ask you is how much is :16 it going to cost us in the few months that you break in a new firm? :24 This isn't our first rodeo. Mr. Curts still stood up here, talked about our :30 comp plan, talked about the ulc, talked about all the things that he already :36 knows about our town. You've all hired him. He's been working :41 for us. We have, and I'm not sure about you guys, but I :47 couldn't depend on the last attorney. We got several different opinions. :54 To be honest, the law law firms have been nothing but a money pit. We don't :00 have control of them. They don't listen to our town manager :06 and they don't listen to us. Okay, we've had that issue. We have :12 somebody that is willing to be employee. I think we need to change our direction. :20 And you guys stop kicking the can down the road. very frustrating. Come on, :27 let's get stuff done. I'm gonna be back in that seat in the next couple of years and then we're :33 Don't



make me do that. All right, let's move this along. This You're hiring an :38 attorney. We have one. There was no reason for this. Okay, let's bring in a :45 couple of firms. I have a question. How much money did we get from Tallahassee this year? :51 So far, nothing. Nothing, kind of the same hard cell I heard here :00 with the attorneys that I heard with the lobbyists. So, I'm just saying we're going to save :07 a lot of money having our current employee take over :14 our legal. I would really like you to consider that tonight and stop start :21 working on other stuff. Stop kicking these cans down the road. It's getting frustrating. Thank you. :28 Anybody else? That's it. Sorry. :35 That's it for public comment. Wow. That never happens. Okay. :44 Alvin always always your last minute life. :50 Hi, I'm Ally. Sorry about that. Paul said that um I'm hearing Phyllis's complaints, but :57 I don't think it would be prudent for us as a town to not consider :03 maybe doing things in a little bit different way. I think um I can speak for a lot of people in the town that :09 there is some concern of conflict of interest. I think that um :18 there are some concerns about the expense of having

an employee and :24 all that that involves with insurance and vacation time and this and :29 that and the other thing as opposed to hiring an outside firm that is just going to be billing by the hour. I think :38 personally I like the flexibility of being able to negotiate a contract :44 um and set a monthly retainer. That's how I work on a monthly retainer with :49 many of my clients and you know what to expect and you can budget accordingly. I :55 think um I think there's a lot of emotion :01 involved and I think that um I just don't think it would be prudent for us to not consider different options :08 and I think that's what's probably best for the town. So the residents of the :13 town. All right. Thank you. All right. That's it. No more runners. :20 No. Okay. All right. anybody some people wanted to discuss tonight. I myself want to gel a :26 little bit. So, did you have something you wanted to discuss? Oh, um I I assume everybody had a time :33 to look through each one of these. Um some of them had how they build as far :38 as 210 um per hour. Mr. Kurts just stated quarterly. Uh, so :45 as far as bringing forward a matrix, when I say that, that's that's the breakdown that I

want to see. So it's :52 all there for comparison. Um, so that we're not hunting and pecking and um, so :57 some of this may have to come from the actual discussion that came on this evening, not actually what was in :03 writing in each one of these because some of them don't have that information, but it was it was spoken :09 what it was going to be tonight. You feel comfortable preparing the matrix that Lisa is requesting? I do. So yes, um you know, I do see the :20 potential for abuse um as one of the public came up and spoke about a :26 learning curve. And I know we discussed um a policy regarding public records :32 request and trying to help staff with the timing of that. Uh I know in the past there's been some question of um :39 council abuse of, you know, lots of attorney time. Um perhaps we should be looking at an internal policy. Um I know :47 that that's tough to cover because everybody has their own legal concerns. Um but :53 you mean like number of like we did number of hours for public records requests no more than x amount of hours. :59 I don't know that we have anybody that's having regular hours with the attorneys. Well, I think she's saying to try to :04 prevent it



in the future. Yeah. To try to prevent it in the future. Right. Right. I think that's a great idea. I mean without council approval, right? :11 or it's something that affects all of us um as a council, we direct that. But I I do I do see :17 XY or Z to talk to the right um and and with the one proposal that's offering a 90-day :23 window to establish a threshold of spending. I would hate to see that artificially, :30 you know, driven up in the first 90 days to just approve because of the learning but also because :35 of the learning curve too. The potential is there for that. So eventually there's establish it if if :41 there really is which there probably is in our town particularly a pretty pretty :46 steep learning curve. Um yeah the rate could be established at :52 something that's actually outside of what what our actual monthly uses. But I I think um the the one :00 proposal here tonight with the least amount of information what was stated is is the highest number that's actually g :06 been given to us tonight. the other two firms said we work within your budget. So, um that I think would be great in :13 the matrix and and those are the numbers that I would like to see so

that we're all on the same page when we come back :19 for the decision- making. Okay. So, thank you. Anybody else have anything they want to comment on, Paul? :24 Yeah. I I don't know exactly how steep it is really. I mean, it's not like we :29 have a tax attorney firm sitting in front of us trying to do business with :35 us. Every firm that's in front of us, all three of them have dealt with or been in a municipal environment before. :42 I mean, yeah, we're a little different because we're stuck in a and we're, you know, three square miles versus some :49 counties are, you know, like Palm Beach County is almost 3,000 square miles, you know. So, I mean, :56 I think it's more the learning curve is kind of getting used to where we are and :01 where we're going. Not so much as I mean I think it's pretty straightforward that we want to maintain what we want to maintain and the staff knows that we :08 want to stay you know one per five etc etc you know establish this so I I :16 don't know that the learning curve is that steep that we should we would see a spike in the first 90 days I mean really I mean I think if they're worth what :24 they say they are ought to be able to hit the

ground running you know there's going to be some stuff that's got to be learned but I think it can be learned on the fly they're all professionals and :30 you know And we all speak very highly of each other. Yeah, absolutely. And I thank you for your patience because you know, :38 we kind of said we were going to do this by the fifth and you know, so :44 yeah, it's very nice. Um Todd, you have a question? Yeah. So, we didn't really discuss the :50 in-house council too much here tonight. Um, I'm, you know, I I've got somebody that :55 I highly respect that's in this industry, and that person actually knew Jeff, which kind of surprised me, and he :01 recommended that we try the in-house council. Um, and as for the other two firms, he spoke very highly of them. Um, :07 why Serota recommended above the other one, only slightly, but he had nothing but good things to say about all of :13 these people here, and this is somebody that's in the industry. Um, so that's good to know. Um, why Serotaa their :20 dollar amount is drastically higher than the other two firms. Um however um and :27 Mason Jagger their um paralegal costs was quite a bit less :32 also um compared to the other two um



being in the matrix and then some of :39 these had additional costs that were included some were not included and that's why I think breaking it down so :45 we're not guessing who's got what here right and my understanding was there's going to be one contract back brought back to us so when you talk about the :51 hourly rate or how it's broken down Is it quarter hour or two ten of an hour? My understanding was that the contract :56 would come back. I'm guessing with two ten of an hour and the other firms would have to say yes, we'll take that or not. :02 Or are you saying that's going to be different different for each one that comes back? I thought it was going to be one. :08 What I understood Glenn to say is that it's going to be a fill-in- thelank a basic services contract. :15 What you're doing is I mean this is what I understood. Correct me if I'm wrong anybody. What I understood Glenn to say :20 was that it's a basic professional services contract with a with a lot of blanks to fill in that will be filled in :27 that night. Yeah. Okay. Go. So, yes, this will be your standard :36 professional services agreement similar to the agreement that we signed as town attorney. The I

will fill in the blanks :44 based on their proposal. So, how is much per hour that each one? Only this one has a term. :52 And can we all agree just to give one less blank to fill in that that Mr. uh Curts's idea of having it end in January :00 of 2027 is a good idea based on budgeting and year end elections and everything. So, :06 that that's one less blank like he can put that in there firmly. Can we agree with that? You like that idea? You like :12 that idea? You're okay. Okay. So the the one less blank that you have to put put :17 in Glenn is that the term is to January of 2027. :22 Okay. Okay. Thank you. Well, it's a year and some some months. :27 I mean it's but to have it not be during the and I assume I assume from there on :33 forward it would be a 12 month and from there and there from there on forward a 12 month renewal. Yeah. Renewal like we spoke about. :39 Yeah. So, one of the advantages with going with a big law firm is, and I saw it before when I was on here, that :46 Cerillo would write write a memo for another municipality. That other municipality paid him the Live Local :51 Act, let's say. They would do the research, they would spend all the t all the all the

money. Let's say the town of Weston, and we would get we would get a :59 copy of that. So, we basically got something for freeending. Right. So, so I mean that's one of the :05 advantages with going with a big firm as opposed to going with just Jeff, right? Because then we're paying Jeff to come :12 up with that. So that is an advantage of going with a big firm and then at the other side on a big firm they have 75 :18 attorneys. Are we just like another Walmart shopper, you know, where we don't get that personalized service that :23 we get with having somebody like with Jeff. So that's something that we figure out what do we want, right? Do we want :31 that personalized service where basically we're the only client or we are the only client or we're one of :38 hundreds of clients. So, but I thought I thought each Oh, I'm sorry, Lisa. :44 I just to your point, I thought that each firm that came up this evening specified one person that was going to :49 be our lead counsel. It is. It's just like Glenn is our lead counsel now, but there's still seven other attorneys. you know, I understand :55 there's seven other attorneys that give opinions, but they have, you know, whereas the



larger firm has, you know, :00 is touting that they have specific individuals that are that, you know, they they specialize in certain areas, :08 etc. So, you know, yeah, I would only, you know, if I had a question about it, :14 you know, like low voltage stuff, I would definitely call Todd, right? You know, and probably if he had a :20 question about building something, he would call me. If I had a question about D judging, I would call Lisa. I mean I I get the whole thing. I'm just saying I :27 I don't think we discount the fact that they said we are have a dedicated person. It's not, you know, :33 like we do right now. Yeah. And and the fact that he's been with them for 10, right? I mean, that kind of :38 shows consistency. So that that is a good thing with that firm. So just a lot of :44 all the matrix all on the matrix. All on the matrix. The matrix is good. Are we red pilling :50 here? Um, so, uh, back to your comment, Todd, about, :55 um, in-house counsel. So, I asked the clerk if I had previously missed in in, :01 um, last year's discussion, was there, um, an actual model presented as far as :07 uh, what other municipalities in Palm Beach County are are utilizing an in-

house model? What what how many :13 departments do they have and things like that? And apparently that was never provided. Um, so I I think if town was :20 if the town was really serious about looking at in-house model, I think there there's a lot more data points that :26 should have been provided for us to make an informed decision on that. So :31 well, they can be on the matrix. That's a whole another matrix. I think that I think that for the :37 in-house model, it's a matter of the budget. It's one of those kind of things that I think um is um I forget the right :46 word for it, but essentially you have to have an attorney and you have to have a :52 paralegal um and that's what that budget is in house. The question is how :58 much do you get for having that person in house? The other thing is that we had :04 in the previous conversations discussed that generally :09 cities and communities of our size don't usually have an in-house attorney. I :14 think South Palm Beach used to have their own attorney. I do think that some smaller organizations have in the past :22 had their own attorney. I can't recall. Um I am old. The memor is fading. But um :29 I don't think we could find

you know a term that we've heard tonight the apples :34 and apples model to look at a small in-house versus not inhouse. :40 Can you put to the side? Can you put to the side on the matrix? :45 Let me ask my question first the total number of hours that we were build by to civilian associates in let's :52 say 2024 just so we have some that we have a number. I think we've agreed historically those were not accurate. :00 Well, I think we need a number. I think Okay, how about 2023, 2024, and 2022. :06 Just the total number of hours for the year so that we have three years of numbers so that we have have real :12 numbers, not what was budgeted, but what was build hour-wise. :17 Yeah. So, I can tell you that Well, I mean, we'll just put it on the sheet so we can look at it. Do it. But it is around, you know, a :25 1500. The 1,500 is is a pretty good number. Pretty good number. But the advertisement said our budget :31 was 193,000. That's what these people were working off of in these these :37 replies. It's in the advertisement. :43 I don't recall putting 193 in the advertisement, and if I did, it was clearly mistake. :49 Well, it's it's in each one of these responses. it. The 193 was the



retainer :54 for um one of the firms. I didn't put any budget numbers in. :01 Yeah, I think you're Is that Is that where I got that number? Yeah, that's where you're getting that number from one of the firms suggesting :07 it as a retainer. It's not in the advertisement. Okay. Then how did they get to that number? I :12 guess I should have asked that question. Well, should have paid more attention. :18 You remember the light at the end when they said the 193,000 they said in :24 in reference to our budget. So my assumption got it is that they look they looked at our :30 budget which of course is published and probably came up with a number that was close to our budgeted budgeted :37 numbers but our budget number is not a real number as we know. Well yes and no. :43 Well, wow. Honestly, um, just, you know, for the public record and the benefit of the :50 firm sitting in the room, council as well, we jumped up to \$300,000 :55 in 2021. Um, and it has been, you know, kind of :02 bouncing up and down on those. Was the B-roll lawsuit? Um, :08 no, I don't think so. So, I actually um tried to do a breakdown of it and get :14 the details from the firm, but we did have the B-roll lawsuit um

and other :19 things. So, um I can certainly, you know, share that information in the, you :26 know, deciding, but it's about 1,500 hours. And we also have a list of um :33 legal priorities based on council setting those priorities and it they :39 roll back for a number of years. So we could certainly provide the kind of :44 stuff that's in the the backlog and get an idea of what people think would be :51 the hours. That's up to you council if you would like us to share that. Let me ask you a question. I'm just :57 going back, this is my mind working in reverse. I'm just going back to what Lisa said about setting a precedent :02 number of hours like we did with the public records request for legal services for council. Didn't we as part :08 of the budgeting process last year, there somewhere in the back of my mind as part of the budgeting process last :14 year, we put a limit on to what council could spend for legal. We we we did do that kind of already. Okay. So, can you :21 Yeah, we did. Um but but it was like a number for all of council and I think what you're talking about is more of a :27 policy for individual council members to fit within that number. I think we put a budget

line in :33 that was you know council spending not to exceed x. No but we said council but :39 and I think what you're saying is to take that one step further and do individual council members get x amount :45 of time which I think is a good idea but I'm just saying we've already got a number. We've already got a number to start with and maybe just split it by :51 five. I don't know, whatever. As a policy as a policy instead of just a budget number, a budget item that can :57 Right. Right. Exactly. But split it by five as a policy kind of thing. Yeah. Unless it's a general question that :02 applies to that everybody says if you leave ask I think once we side note I think once :08 we get past the budget :15 it's an aspirational Yes, I said aspirational u that is an aspirational statement literally. Um, so I think once :22 we get past we really and why do I keep coming up with this stuff? I I think we :28 need to take a look at that list and we need to really cuz that list is like you said it's a couple years old, whatever. :33 We need to take a look at that list as part of our pledge to everyone that :38 we are not kicking cans and that we're not because we're not I don't think



we're even doing that here. I don't think we're kicking the can. I think :44 we're just being prudent and I I think you know and we're trying to make the best decision possible. I think that, :49 you know, once we get past the budget, I think the next best thing is going to be to take a look at that stinking list. :56 Yeah. Yeah. And maybe give us, you know, give it to us at one meeting and by the :01 give us a month to call through the list and come back and say, you know, I want to I want to strike these type of thing. :08 So, thanks. Okay. Can I have a motion to dismiss? :14 See you all on the pitch. So, move dismissing. I'm sorry. :19 Motion to adjurnn. Dismissing. My mother's dismissing me right now. We're adjourning. Yes. Yes. :25 She does these things. We're journing, guys. Yeah. I I think



# Narrative Summary – July 28, 2025

## Special Town Council Meeting

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The Special Town Council Meeting of the Town of Loxahatchee Groves was called to order at 6:01 p.m. by Mayor Anita Kane. Mayor Kane welcomed everyone and led the Pledge of Allegiance. In lieu of the usual moment of silence, the Mayor addressed an important matter regarding civility at public meetings. She acknowledged that the Town had received numerous complaints via phone, email, and other correspondence following the last meeting, citing instances of disruptive behavior and a lack of decorum. To respond to those concerns, Mayor Kane read aloud Section 7.5 of the Town Council Rules of Order and Procedure, which details expectations for public comment, including prohibitions against personal attacks, obscene remarks, and disruptive conduct. She also distributed copies of the rules and training documentation to the Council and made them available to the public. Mayor Kane encouraged professionalism and emphasized that business must be conducted respectfully to preserve order and integrity in government.

Roll call was conducted by Town Clerk Valerie Oakes. Present were Council Member Paul T. Coleman II, Council Member Lisa El-Ramey, Council Member Todd McLendon, Vice Mayor Marge Herzog, and Mayor Anita Kane. Also present were Town Manager Francine L. Ramaglia and Town Attorney Glenn Torcivia, who joined virtually via Zoom but experienced minor technical difficulties.

During the public comment portion of the meeting, several residents addressed the Council. Ms. Mary McNicholas provided a comprehensive update on the upcoming closure of Northlake Boulevard scheduled from Friday, August 1 through Sunday, August 10, 2025. She explained the project was a coordinated effort involving CSX, FDOT, and Palm Beach County, and would require a full road closure for safety and construction reasons. Ms. McNicholas stated that digital messaging boards would be deployed, and three PBSO deputies would manage traffic at major intersections along Okeechobee Boulevard. She also mentioned multilingual communications were distributed across multiple platforms including the Town's website, social media, and the LGLA, and encouraged residents and council members to share official information to prevent the spread of misinformation.

The Council expressed gratitude for Ms. McNicholas' efforts, with Council Member McLendon specifically commending the Town staff and Manager for the timely updates and information-sharing. The Council agreed on the importance of transparency and communication, especially with ongoing infrastructure projects impacting travel.

Next, Mr. Jo Siciliano addressed the Council regarding the proposed RV resort project. He clarified that the developer is seeking a recreational zoning designation rather than commercial, and emphasized that any changes to the Town's comprehensive plan would require a supermajority vote. Mr. Siciliano highlighted that the proposed project would retain



60% green space, preserve eight acres for conservation and equestrian trails, and implement native landscaping. He stressed that the developer had offered substantial financial contributions to the Town, including a \$500,000 upfront payment and an annual surplus revenue share of \$25,000. Mr. Siciliano encouraged the Council and public to evaluate the proposal based on its actual merits rather than fear-based rhetoric, and warned against misinformation that could create unnecessary community division or trigger costly litigation.

Following Mr. Siciliano, Ms. Virginia Standish spoke regarding revenue from PBSO-issued citations. She inquired whether the Town was receiving any portion of traffic ticket revenues and suggested that such funds—if available—could support volunteer recognition programs or other local events. Ms. Standish recommended this topic be considered during the upcoming budget workshops and requested clarification on the terms of the Town's agreement with PBSO.

The Council then moved to the approval of the agenda. A motion was made by Vice Mayor Marge Herzog to approve the agenda as presented. Council Member Todd McLendon seconded the motion. The motion passed unanimously.

The primary focus of the meeting was the selection of a new Town Attorney. The Town received proposals in response to a Request for Letters of Interest and scheduled interviews with three potential candidates: two law firms and one internal applicant.

The first interview was with the firm Weiss Serota Helfman Cole & Bierman, P.L., represented by attorneys Matt Ramenda and David Tolces. Mr. Ramenda provided an overview of the firm's municipal practice and described its representation of several South Florida municipalities, including Boca Raton, Royal Palm Beach, and Jupiter. He emphasized that the firm employs approximately 100 attorneys across multiple offices and is structured to provide subject matter expertise in areas such as land use, zoning, labor relations, and litigation. Mr. Ramenda confirmed he would serve as the Town's lead attorney, supported by Mr. Tolces and others on an as-needed basis. The proposed rate was \$315 per hour for attorneys, with paralegal support billed at approximately \$215–225 per hour. Mr. Tolces, who previously served as Town Attorney in Loxahatchee Groves, underscored the firm's commitment to responsiveness, legal consistency, and collaborative partnerships with staff. Councilmembers asked about concerns over attorney turnover and how the firm would ensure continuity. The presenters assured the Council that the team would provide a single point of contact and emphasized internal procedures that guarantee consistency across legal opinions.

The second interview was conducted with the law firm Nason, Yeager, Gerson, Harris & Fumero, P.A., represented by attorneys John Fumero, Alicia Lewis, and Steve Jagger. Mr. Fumero introduced himself as a seasoned municipal attorney and former General Counsel of the South Florida Water Management District. He presented the firm as a midsize, Palm Beach County-based organization with broad municipal expertise. Ms. Lewis shared her qualifications in land use and zoning and her passion for civic service. The firm proposed a flexible compensation model starting with an hourly contract for the first 90 days to assess



the Town's needs, followed by the option of transitioning into a flat-fee structure. In prior engagements, the firm had provided monthly services to municipalities like the City of Okeechobee for around \$9,000 per month. Councilmembers inquired about the firm's internal controls, zoning experience, and approach to client relationships. The team emphasized their strong review protocols, municipal expertise, and responsiveness, and affirmed that the firm could provide services under an annual contract or multi-year term with cancellation options.

The final interview was conducted with internal candidate Jeff Kurtz, the Town's current Project Coordinator. Mr. Kurtz proposed serving as the Town's in-house legal counsel, citing his deep familiarity with Town operations and staff. He highlighted the benefits of consistency, institutional knowledge, and potentially reduced legal costs by avoiding the disruption caused by frequent attorney transitions. Mr. Kurtz expressed his flexibility in serving either under contract or as a direct employee, depending on the Council's preference.

After all three presentations, the Council discussed the next steps. Council Members Kane, El-Ramey, and Herzog supported deferring the selection to the next Regular Council Meeting scheduled for August 5, 2025. The Council directed staff to compile a comparison matrix of the candidates' proposals, including rates, qualifications, and services offered. Town Manager Francine Ramaglia confirmed that a draft professional services agreement using the Town's standard legal contract would also be included in the next agenda packet. Town Attorney Glenn Torcivia, speaking via Zoom, clarified that the Council would ultimately only need to approve one agreement. The Council agreed that all candidates would be invited to attend the August 5 meeting for final deliberation and appointment.

The meeting concluded with general agreement to finalize the decision at the August 5, 2025, Regular Town Council Meeting. The time of adjournment was not explicitly stated.