

TOWN OF GOLDEN BEACH EMPLOYEES' PENSION PLAN
SPECIAL MEETING September 2, 2021 @ 3:30 p.m.
DIAL IN: 1-602-580-9717 ACCESS CODE: 7317441
CALL TO ORDER:

- I. ROLL CALL:** Chairperson Alan Wolfson, Trustee Peter Manners, Trustee Maria Camacho, Trustee Gio Diaz and Trustee Eric Fishman.

- II. ATTORNEY REPORT**

- III. NEW BUSINESS**
 - a. Discuss Retainer Agreement for outside Counsel
 - b. Discuss Invoice for Police SPD

- IV. PUBLIC COMMENTS**

- V. NEXT MEETING DATE: September 9, 2021 @ 3:00 p.m.**

- VI. ADJOURN:**

Notice is hereby given that two or more members of the Town Council or other Town committees or boards may be in attendance at this meeting, which shall be open to the public at all times. If any person decides to appeal any decision made by the Board with respect to any matter considered at such a meeting, we will need a proceedings of that meeting. And that, for such purpose, he may need to insure a verbatim record of the proceedings, the record is to include the testimony and evidence upon which that appeal is to be based. F.S.S.286.0105. Any individual who believes he or she has a disability which requires a reasonable accommodation in order to participate fully and effectively in a meeting of the Pension Board must so notify the Town Clerk at (305) 932-0744 at least 24 hours prior to the date of the meeting.

**AGREEMENT FOR LEGAL SERVICES FOR THE
TOWN OF GOLDEN BEACH EMPLOYEES’
PENSION PLAN**

THIS AGREEMENT, made and entered into the ___ day of _____, 2021, by and between the TOWN OF GOLDEN BEACH EMPLOYEES’ PENSION PLAN, hereinafter to as the “Plan” and LORIUM LAW, PLLC, with its principal place of business at 101 NE Third Avenue, Suite 1800, Fort Lauderdale, Florida 33301, hereinafter referred to as the “Firm;”

WITNESSETH:

WHEREAS, the Plan has received a claim for benefits from Kelly Cabot, who claims that her disability benefits, which she is receiving, is less than she is entitled to; and

WHEREAS, the Plan has denied her claim in an informal hearing; and

WHEREAS, Ms. Cabot has requested a formal hearing; and

WHEREAS, the Plan is in need of legal services for an attorney to act as Special Counsel at a formal hearing on the claim; and

WHEREAS, the Firm is desirous of entering into this contractual relationship as hereby set forth; and

WHEREAS, it is the purpose of this Agreement to set forth clearly the understanding and agreement of the parties with respect to the above matter.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Plan and the Firm hereby agree as follows:

I. RECITALS

The above recitals are hereby incorporated into this Agreement.

II. SCOPE OF SERVICES

A. The Firm shall perform legal services as the Plan’s Special Counsel, to serve as

Special Counsel to present the case, at a formal hearing, that the pension benefit has been properly determined.

III. COMPENSATION FOR SERVICES RENDERED

The Firm shall be compensated at \$375.00 per hour for actual reasonable time spent by an attorney fully licensed by the State of Florida. The fee is to be computed on an hourly basis in 1/10th hour increments. The maximum amount charged for the engagement shall be \$5,000.00.

IV. COST REIMBURSEMENT

The Firm will not charge for faxes, long distance telephone, regular postage, copying or on-line research costs.

V. PAYMENT

A. All invoices received by the Plan are payable within forty-five (45) days from receipt, provided they have first been approved by the Plan Administrator, and the Plan has accepted the work.

B. The Plan reserves the right, with justification, to partially pay any invoice submitted by the Firm if items are questioned by the Board of Trustees.

The Firm, upon final payment of the amount due under this Agreement, releases the Plan and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

VI. TERMINATION

Service under this Agreement is at the pleasure of the Plan and may be terminated by the Plan at any time, with or without cause, upon written notice to the Firm. The Firm may terminate this Agreement, with cause, upon sixty (60) days' written notice to the Plan. If the Firm's services are terminated, the Firm will be paid for all services rendered and costs incurred to the date of

notice of termination, unless the notice of termination specifies a later termination date or requires the completion of work in progress, in which case the Firm will be compensated and reimbursed for such services and costs incurred as are stated in such notice of termination.

VII. REPRESENTATION AND WARRANTIES

The firm represents and warrants the following by execution of this Agreement:

A. Identity of Key Personnel. The Firm agrees that Ronald J. Cohen will be the key legal counsel for the services to be provided. All work by the Firm will be performed by him. Mr. Cohen will attend the Special Hearing. If for some unforeseen reason a need does arise for a change in the primary legal counsel, the Firm will not make such a change without the prior written consent of the Plan.

B. Conflict of Interest. The Firm warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the faithful performance of services required under this Agreement. It is understood that the Firm shall not utilize its position with the Plan to obtain any advantage in securing information or assistance in matters in which it does not represent the Plan.

C. Firm's Authority. The Firm agrees not to bind, or to purport to bind, the Plan to any obligation not assumed herein by the Plan, unless the Firm has written authority to do so, and then only within the strict limits of that authority.

D. Insurance. That the Firm carries professional liability insurance with a minimum policy limit of five million (\$5,000,000.00) dollars per claim and such insurance will be maintained during the term of this engagement under this Agreement. The Firm shall provide proof of the Firm's coverage to the Plan's Administrator, if requested.

VIII. OWNERSHIP OF RECORDS/PUBLIC RECORDS LAWS

Pursuant to applicable Florida law, the Firm's records associated with this Agreement or any work hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Firm agrees to comply with Florida's public records law by keeping and maintaining public records required by the Plan in order to perform the work. Upon request from the Plan, the Firm shall provide the Plan with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Firm shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the Plan. Upon completion of the Agreement, the Firm shall transfer, at no cost, to the Plan, public records in possession of the Firm or, alternatively, keep and maintain all public records required by the Plan to perform the work. If the Firm transfers all public records to the Plan upon completion of this Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Plan, upon request from the Plan's custodian of public records, in a format that is compatible with the information technology systems of the Plan.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PLAN'S CUSTODIAN OF PUBLIC

RECORDS: _____.

IX. MISCELLANEOUS

A. Assignment. The services rendered under this Agreement are personal to the Firm and may not be assigned to any person who is outside the Firm.

B. Status of Plan Counsel. The Firm, its agents and employees are independent legal counsel performing professional services for the Plan and are not employees of the Plan.

C. Subcontracting. No portion of the services to be performed under this Agreement can be subcontracted without prior written approval of the Plan.

D. Amendments. This Agreement may be amended only by written instrument signed by both the Firm and the Plan.

E. Entire Agreement. This Agreement incorporates all the proposals, agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such proposals, agreements, covenants, and understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

F. Governing Law. This Agreement is deemed to be under, and shall be governed by and construed according to, the laws of the State of Florida. Any litigation arising out of this Agreement shall be had in the courts of Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

**TOWN OF GOLDEN BEACH
EMPLOYEES' PENSION PLAN**

Date: _____

Date: _____

LORIUM LAW, PLLC

Ronald J. Cohen

Lauri Patterson

From: Pension <Pension@goldenbeach.us>
Sent: Monday, August 16, 2021 5:39 PM
To: Lauri Patterson
Cc: Amy Joan Gindhart
Subject: Fw: Board Meeting

Lauri -

Please add Amy's email, below, to the Board Package for our next meeting?

Thanks.

Alan Wolfson
Chairperson
Golden Beach Employee Pension Plan

From: Amy Joan Gindhart <aj-louise@hotmail.com>
Sent: Monday, August 16, 2021 10:01 AM
To: Pension
Subject: Re: Board Meeting

Hi Alan,

I'm so sorry for the delay on this. I think 2021 has beat 2020 on crappy years. My husband fell off a ladder at work last Monday and was in the hospital all week. He is at home now recovering from a severe concussion. So getting back into normal life... I'm going to quote \$200 to finish up the Police version of the brochure. Let me know what you think. I hope you've been doing well.

Thank you,
Amy

From: Pension <Pension@goldenbeach.us>
Sent: Friday, August 13, 2021 3:21 PM
To: Amy Joan Gindhart <aj-louise@hotmail.com>
Cc: Lauri Patterson <lauri@benefits-usa.org>
Subject: Board Meeting

Amy -

Lauri is scheduling a brief Board meeting for late next week.

If you can get me your updated pricing to complete the Police SPD, I will ask the Board to approve it in next week's meeting?

Regards

Alan Wolfson
Chairperson
Golden Beach Employee Pension Plan