

INDEPENDENT CONTRACTOR: Outside Counsel is, and shall be in the performance of all work, services, and activities for the City, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this engagement, shall at all times, and in all places, be subject to Outside Counsel's sole discretion, supervision, and control. Outside Counsel shall exercise control of the means and manner in which it and its employees perform the work, and in all respects, Outside Counsel's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City.

TERMINATION OF LEGAL SERVICES: The City has the right to terminate Outside Counsel's representation upon written notice to Outside Counsel, and said termination shall become effective upon receipt of said notice. Outside Counsel may terminate its representation upon written notice to the City, and said termination shall become effective upon receipt of said notice unless, however, termination by Outside Counsel would prejudice the City in any pending litigation. Upon termination by either party, Outside Counsel shall transfer all work in progress, completed work, and other materials related to the terminated work to the City Attorney's Office.

On behalf of the firm, I agree to the terms outlined above.

OUTSIDE COUNSEL:



Michael D. Brown, Esq.
BROWN & ASSOCIATES, P. A.

Dated: 5/27/10

computerized research on a "per minute" basis, the City 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 orally approved by the City Attorney in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the City will not pay for research which is routine in nature. The City will pay only for updating and shepardizing existing research and/or fact specific research.

PRIOR APPROVAL REQUIRED: Outside Counsel shall not settle any claim without the prior written authorization of the City Attorney's Office and/or the City Council as appropriate. Outside counsel shall obtain approval (oral or written) from the City Attorney's Office before filing any complaint, counterclaim, cross-claim, third-party claim, summary judgment motion or conducting depositions; before selecting a mediator/arbitrator or retaining any experts or arranging any out-of-town travel.

REPORTING REQUIREMENTS: Outside Counsel shall provide status reports, in writing, as requested by the City Attorney's Office. Outside Counsel shall copy the City Attorney on all substantive filings including, but not limited to, complaints, answers, interrogatory answers, request for admissions, summary judgment motions and memoranda of law, trial orders, mediation summaries, pre-trial stipulations, witness and exhibit lists, motions in limine, and all post-trial motions. Unless said copy is a pressing matter which requires prompt attention by the City Attorney or when otherwise advised by the City Attorney all such copy shall be sent by regular U.S. Mail. The City shall not pay for any long distance and/or facsimile charges of routine copy matters.

CONFLICTS OF INTERESTS: Outside Counsel represents to the City that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of legal services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. Outside Counsel shall promptly notify the City Attorney's Office, in writing, of all potential conflicts of interests, which may influence or appear to influence Outside Counsel's judgment or quality of legal services. The notice shall identify the perspective business association, interest, or circumstance and the nature of work that Outside Counsel wants to undertake and shall request the City's opinion as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest that is entered into by Outside Counsel. The City shall notify Outside Counsel of its opinion within thirty (30) days of receipt of notification by Outside Counsel. If, in the opinion of the City, the prospective business association, interests, or circumstance would not constitute a conflict of interest by Outside Counsel, the City shall so state in its opinion, and the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the legal services provided by Outside Counsel.

with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance or complete copies of said policies, satisfactory to the City, shall be furnished to the City upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

BILLING: Unless otherwise stated, all invoices must be submitted to the City Attorney's Office on a monthly or quarterly 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 City does not accept grouping of activities or "block billing." Each task must be billed separately and, each billing entry must be sufficiently descriptive so the City Attorney's Office can determine exactly what professional service was provided and can assess the appropriateness of the related time charge. 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 Outside Counsel, is not permitted by the City.

COSTS AND EXPENSES: The City will reimburse Outside Counsel for any out-of-pocket expenses, including, but not limited, to filing fees, long distance telephone charges, postage charges, courier fees, outside printing and photocopying, court reporter and transcription fees. Payment for some of these fees is outlined more specifically below.

In-house photocopying will be paid at a rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought.)

The City will not pay for local facsimile transmissions.

The use of couriers or express mail requires prior oral approval from the City Attorney's Office.

Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.

Generally the City does not pay for local travel (South Florida), including, but not limited to, attorney's time in such travel and/or reimbursement for meals. However, any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) by the City Attorney's Office, and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Riviera Beach Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of the legal services provided.

The City will not be responsible for the cost of any computerized legal research service that Outside Counsel receives on a fixed or "flat fee" basis. For payment of

**CITY OF RIVIERA BEACH/UTILITY DISTRICT
STANDARDS FOR LEGAL SERVICES**

Your firm, Brown and Associates, P.A. (hereinafter "Outside Counsel") has been selected by the Utility Special District (hereinafter "City") to investigate and address water quality issues at the Utility Special District. Your agreement concerning the City's representation is set forth in your engagement letter of May 3, 2016 and these STANDARDS FOR LEGAL SERVICES (hereinafter "Standards").

FEES: The City agrees to compensate Outside Counsel for legal services performed on behalf of the City at the hourly rates ranging from \$300 for Shareholders, \$150.00 for Associates and \$75.00 for paralegals. Compensation shall not exceed \$24,999.

PROFESSIONAL STAFFING: Staffing shall be provided as set out in your engagement letter. The City does not pay for secretarial/clerical tasks which are or could be performed by a secretary or clerk. The City reserves all rights as to the ultimate decision whether such work is or could be performed by secretarial or clerical personnel. Additionally, it is anticipated that Outside Counsel will attempt whenever possible to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of Outside Counsel or staff experience required by task, and taking other actions to improve efficiency. Multiple staffing of attorneys at meetings, depositions, conferences, etc. will not be compensated unless prior oral or written approval from the City Attorney's Office has been obtained.

ATTORNEY-CLIENT RELATIONSHIP AND CONFIDENTIALITY: Outside Counsel and the City agree and understand that all communication they have had, and will have, relating to this Engagement is communication undertaken in anticipation of litigation and/or within the scope of an attorney-client relationship. The confidentiality and trust demanded by this professional relationship is both required and protected by Law. The City may rely on the privileges accorded this professional relationship in all matters in which Outside Counsel provides legal services. Furthermore, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense shall be kept confidential and shall not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order.

PUBLIC RECORDS: Please be advised that the City and all its activities, unless exempt, are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes). As such, Outside Counsel must observe and comply with the requirements of said laws and all related City policies and procedures.

PROFESSIONAL LIABILITY INSURANCE: Outside Counsel will maintain in full force and effect, during the life of this Engagement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence



CITY OF RIVIERA BEACH

600 WEST BLUE HERON BOULEVARD •
P.O. DRAWER 10682
TEL (561) 845-4089

RIVIERA BEACH, FLORIDA 33404
RIVIERA BEACH, FLORIDA 33419
FAX (561) 845-4017

OFFICE OF
CITY ATTORNEY

Sent via email only

May 20, 2016

Michael D. Brown, Esq.
Brown & Associates, P.A.
2620 Lakeshore Drive - Suite 100
Riviera Beach, FL 33404

RE: Engagement of Brown & Associates, P.A.

Dear Mr. Brown:

As you know the Utility Special District approved a motion on May 19, 2016, engaging your firm as special legal counsel to the Riviera Beach Utility Special District to investigate, among other things, water quality issues. The complete scope of your services has been accepted as set forth in your May 3, 2016 letter of engagement. This letter and the city's standards (relevant sections only) will supplement your letter of engagement. The Utility Special District is agreeing to compensate your firm up to \$24,999. If at any time you believe the fees will exceed this amount, please advise before exceeding the amount and it will be discussed with the Board.

Please execute the standards and return to me, and if you have any questions please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

Pamala H. Ryan, B.C.S.
City Attorney

Enclosures

PHR:syj

AUTHORITY TO DO SO AT EACH RESPECTIVE AGENCY, TO GRANT FULL ACCESS TO THIS FIRM OR ITS AGENTS TO ALL RELEVANT DOCUMENTS AND RECORDS OF ANY KIND (INCLUDING ALL ELECTRONIC DATA). FURTHERMORE, UPON REQUEST BY THIS FIRM, THE PERSON WITH THE AUTHORITY FROM EACH OF THE AFOREMENTIONED AGENCIES MUST DIRECT ANY INDIVIDUAL(S) THAT THIS FIRM BELIEVES IT NEEDS TO INTERVIEW DURING THE INVESTIGATION TO BE MADE AVAILABLE FOR QUESTIONING IN A DESIGNATED CONFERENCE MEETING ROOM AT THE RIVIERA BEACH CITY HALL WITHIN TWO DAYS OF A REQUEST MADE BY THIS FIRM.

This firm invites you to discuss freely any questions you may have concerning a fee or cost charged on any monthly statement; this firm wants its clients to be satisfied with both the quality of its legal work and the reasonableness of the fees charged for those services.

Finally, a few words about the ethics of our profession that will govern our representation of you. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney/client communications exist to encourage candid and complete communication between a client and his or her lawyers. We can perform truly beneficial services for you only when we are aware of all information that might be relevant to our representation. We must receive all information that you have that might be relevant. Consequently, we trust that our attorney/client relationship with you will be based on mutual confidence and unrestricted communication that will facilitate our proper representation of you.

If you agree to our representation of you on the foregoing terms, then please sign where indicated below and return this agreement to this office.

Sincerely,



Michael D. Brown, Esquire

MDB:mdb
Enclosure

during the immediately preceding month. This statement will be due and payable upon receipt by you. It is this firm's general policy to request a retainer which I would normally hold in my trust account to apply against any monthly statement or against the final bill rendered as I may in our sole discretion decide. This firm will not require the district to provide it with a retainer regarding this matter.

The scope of services that this firm will provide to the water district board members are:

To investigate the circumstances under which it was determined by the regulatory agencies with the authority to do so, that a portion of the city's public drinking water supply violated federal, state or local water safety requirements. (This matter recently became known to the public when it was revealed that the city was fined by several regulatory agencies with the authority to do so, for repeated violations of water quality standards);

To review all relevant municipal records to determine what role if any, municipal employee(s), department(s) or agency (ies) had, or should have had, regarding the city's water supply and compliance with water safety regulations, and, whether any employee(s), department (s), or agency(ies), received any notice (s) or other relevant information from any regulatory agency with the authority to monitor the district's compliance with the applicable regulations, which indicated that the district's water operation was in violation of the applicable regulations;

To identify any individual(s), who knew or should have known, or identify any agency (ies) or department (s) which had knowledge of, or should have had knowledge of the fact that the utility water district failed to comply with proper water safety regulations; when the individual(s), agency(ies), or department(s), obtained, or should have obtained knowledge of the noncompliance; and,

What action, if any, was taken, or should have been taken, by the individual (s), agency (ies), or department (s), regarding the city's water supply upon gaining knowledge of, or upon receipt of notice that the city's water supply was in violation of applicable water standards.

This firm will complete and deliver a Final Written Report to the Riviera Beach Utility Special Water District Board which reflects its findings within seven (7) business days of completion of the investigation. Furthermore, this agreement confirms that this firm is willing to address any additional legal, operational, or procedural matters that the board, or the administration, at the direction of the board, request it to do so. This provision was added to this agreement at the request of the water district attorney to address the possibility that the board may request this firm assist it in other water district matters.

IN ORDER TO COMPLETE THE FINAL REPORT THE BOARD MUST INSURE ALL CITY OF RIVIERA BEACH AND RIVIERA BEACH UTILITY SPECIAL WATER DISTRICT EMPLOYEES OR AGENTS BE DIRECTED BY THE PERSON WITH THE

BROWN & ASSOCIATES, P.A.
Attorneys and Counselors at Law

Michael D. Brown, Esq.

E.J. Brown, Esq.
(1956 - 1995)

May 3, 2016

Mayor Thomas Masters
Board Member Dawn S. Pardo
Board Member Terence "TD" Davis
Board Member Bruce A. Guyton
Board Member Kashamba L. Miller-Anderson
Board Member Tonya Davis Johnson

Riviera Beach Utility Special
Water District
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

Re: Riviera Beach Water District Board regulatory compliance

To the Honorable Mayor and District Board members:

This confirms the engagement of Brown & Associates, P.A. as special legal counsel to the Riviera Beach Utility Special Water District Board members to address water quality issues which have recently come to the public's attention as a result of the imposition of fines imposed on the water district by the Palm Beach County Health Department, or additional regulatory agencies. The fines were apparently imposed as a result of the water district's violation of applicable safe drinking water standards or procedures. Our engagement as legal counsel is terminable at will by either the board or this firm.

My current standard hourly billing rate is \$400.00 per hour. Associate attorneys are billed at an hourly rate of \$200.00 per hour. Paralegals are billed at an hourly rate of \$100.00 per hour. However, I have elected to charge the district a reduced billing rate of \$300.00 dollars per hour for my time, \$150.00 per hour for associate time, and \$75.00 per hour for paralegal time.

In consideration for the legal services this firm renders on behalf of the Riviera Beach Utility Special Water District board members, the firm will bill the district monthly, generally soon after the first of each month, for legal services rendered and expenses or costs incurred on its behalf

2620 Lakeshore Drive • Suite 100 • Riviera Beach, Florida 33404
Phone (561) 848-4306 • Fax (561) 842-6845 • E-mail lawmdbrown@aol.com

Additional Charges :

	<u>Amount</u>
9/20/2016 Photocopy charges re document review	280.00
Outside photocopying of documents reviewed, bate stamped, binders, folders	650.00
Total additional charges	<u>\$930.00</u>
Total amount of this bill	<u>\$50,760.00</u>
Balance due	<u>\$50,760.00</u>



A Better Digital
 3845 Investment Lane Suite 1
 West Palm Beach, FL 33404
 561-655-4944
 561-444-2832 F
 accounting@abetterdigital.com

45-4759799

Invoice

Date	Invoice #
9/21/2016	400563

Bill To
 Brown & Associates, P.A.
 2620 Lakeshore Drive
 Suite 100
 Riviera Beach, FL 33404

Ship To
 Brown & Associates, PA
 2620 Lakeshore Drive
 Suite 100
 Riviera Beach, FL 33404

Our terms: Established accounts net 15 days
 Note: 1.8% Finance Charge will be added to accounts over a 15 day receivable

Case Name	Case Number	Job Contact	Via	ABC Job#	Copy Tech	Terms
RIVERIA BEACH		MICHAEL	A Be...	AB-00	FE	Net 10 Days

Item Code	Quantity	Description	Price Each	Amount
scanlitDocBW	6,050	Scan documents LTR/LGL B&W @ 200ppi		
disc20		Special 20% discount		
bateslabel	6,050	Bates Numbering on labels and affix to document	0.12	726.00T
dvdArchive	1	Archive standard files/scans to DVD	-20.00%	-145.20
dvdArchive	2	Archive standard files/scans to DVD	0.03	181.50T
disc10	3	Special 10% discount	35.00	35.00T
binder2inch	3	2 inch 3 hole clearview binder	35.00	70.00T
binder3inch	4	3 inch 3 hole clearview binder	-10.00%	-7.00
binder1inch	1	1 inch 3 hole clearview binder	12.00	36.00T
		Non Tax	8.00	48.00T
			8.00	8.00T
			0.00%	0.00

E Discovery, Collection, Processing and Review
 abetterdigital.com
 ediscovery_production@abetterdigital.com
 South Floridas Litigation Support Firm

Subtotal	\$952.30
	\$0.00
Total	\$952.30

Thank you for your business. It's our pleasure to serve you!



A Better Digital
 3845 Investment Lane Suite 1
 West Palm Beach, FL 33404

561-655-4944
 561-444-2832 F

accounting@abetterdigital.com

45-4759799

Invoice

Date	Invoice #
9/12/2016	400575

Bill To
Brown & Associates, P.A. 2620 Lakeshore Drive Suite 100 Riviera Beach, FL 33404

Ship To
Brown & Associates, PA 2620 Lakeshore Drive Suite 100 Riviera Beach, FL 33404

Our terms: Established accounts net 15 days
 Note: 1.8% Finance Charge will be added to accounts over a 15 day receivable

Case Name	Case Number	Job Contact	Via	ABC Job#	Copy Tech	Terms
RIVERIA BEACH		MR BROWN	A Be...	AB-00	FE	Net 10 Days

Item Code	Quantity	Description	Price Each	Amount
binder4inch	3	**5 inch 3 hole clearview binder	20.00	60.00T
binder4inch	2	4 inch 3 hole clearview binder	20.00	40.00T
binder2inch	1	2 inch 3 hole clearview binder	8.00	8.00T
binder3inch	2	3 inch 3 hole clearview binder	12.00	24.00T
bind3hole	6,104	3 hole punching (side)	0.02	122.08T
digiprintBWLTR	6,104	Digital B&W LTR prints from disk/files	0.05	305.20T
		Non Tax	0.00%	0.00

E Discovery, Collection, Processing and Review	Subtotal	\$559.28
abetterdigital.com		\$0.00
ediscovery_production@abetterdigital.com	Total	\$559.28

South Floridas Litigation Support Firm

Thank you for your business. It's our pleasure to serve you!

BROWN & ASSOCIATES, P.A.
Attorneys and Counselors at Law

Michael D. Brown, Esq.

E.J. Brown, Esq.
(1956 - 1995)

December 12, 2016

Mr. Troy Perry
Assistant City Manager
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

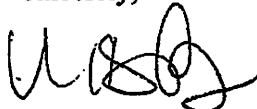
Via US Mail and Email: TPerry@Rivierabch.com

**Re: City of Riviera Beach Utility Special District Regulatory Compliance Matters
Our File No. 2054.1**

Dear Mr. Perry:

Under cover of this letter, you will please find invoices for copy services performed on behalf of the Riviera Beach Utility District pertaining to the above-captioned matter, which total \$1,791.58 (\$1511.58 for costs for A Better Copy Service and \$280.00 copy costs for Brown & Associates, P.A.). As you are aware, the CRBUSD previously paid this firm for legal services performed by this firm on behalf of the District. Pursuant to the agreement under which this firm was retained, CRBUSD is also obligated to pay costs incurred by this firm on behalf of the District, separate and distinct from the legal fees incurred. Please forward the requested invoiced amount. Thank you in advance for your anticipated cooperation regarding this matter.

Sincerely,




Michael D. Brown

MDB/ml
Enclosures

Y:/2054.1/Correspondence/Perry letter 12-12-16

INTER-DEPARTMENTAL COMMUNICATION

TO: HONORABLE MAYOR AND UTILITY DISTRICT BOARD MEMBERS
FROM: TROY F. PERRY, ASSISTANT TO THE CITY MANAGER 
DATE: FEBRUARY 13, 2017
SUBJECT: REQUEST FROM BROWN & ASSOCIATES COPY SERVICES PAYMENT

Attached please find an invoice from Attorney Michael Brown dated, December 12, 2016, requesting payment in the amount of \$1,791.58 for copy services performed on behalf of the Riviera Beach Utility District, as approved by the District Board regarding the investigation of regulatory compliance matters.

The Legal Department has reviewed the request for payment submitted by Mr. Brown and determined that the engagement letter requires the City to pay reasonable costs incurred to complete the legal services. Based on Mr. Degraffenreidt's review the costs are reasonable therefore he is recommending payment by the District. Given the previous discussion by the Utility District Board, staff is requesting approval to make payment to Mr. Brown.

Should you have any questions, please contact my office.

TFP

C: Department file