

**LABOR REPRESENTATION AGREEMENT
AND
STANDARDS FOR LEGAL SERVICES**

THIS AGREEMENT is entered into this ____ day of _____, 2018, by and between the City of Riviera Beach, Florida, hereinafter referred to as "City," and the law firm of Torcivia, Donlon, Goddeau & Ansay, P.A., hereinafter referred to as "Outside Counsel."

WHEREAS, the City issued a Request for Proposals for Labor Services, and Outside Counsel was selected as one of two attorneys to represent the City for a variety of labor services, including, but not limited to, the negotiation of union contracts governing City employees and representation in arbitrations and other matters related to the enforcement of union contracts; and

WHEREAS, this Agreement set out the terms and conditions of Outside Counsel's representation; and

WHEREAS, the Agreement expired on April 15, 2018, in the middle of the negotiation of union contracts in implementing the compensation study and other matters; and

WHEREAS, the City continues to be in need of representation for these labor services and has been satisfied with Outside Counsel's representation and hereby enters into an extended agreement under the terms and conditions set forth below; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties hereto agree as follows:

SECTION 1. Services to be provided. Outside Counsel agrees to:

1. Provide labor and employment advice and counsel to the Department of Human Resources in the administration of labor contracts and the implementation of City rules and procedure;
2. Assist the City in developing contract strategy to achieve the City's policies and fiscal goals for negotiation;
3. Provide advice and counsel during all contract negotiations;
4. Review and analyze proposed articles presented by bargaining unions;
5. Provide legal opinions and memo related to the unions' bargaining articles;
6. Provide on-site appearances before the City Council in executive session to discuss contract language/proposals and strategy;

7. Conduct the actual negotiation on behalf of the City on all or a portion of the City's labor contracts; draft the City's proposed contract articles for a labor contract and prepare final contract draft, once the reach agreement; and
8. Represent the City in impasse hearings, arbitration hearings; unfair labor practice proceedings, and all other labor and related employment law matters not described above.

SECTION 2. Compensation for Services. The primary attorney who will be handling labor matters for the City under this agreement shall be Glen J. Torcivia, Esq. The City agrees to compensate Outside Counsel for the legal services performed by Mr. Torcivia or a partner in the firm at the hourly rate of \$250 per hour. The City agrees to compensate Outside Counsel's associate attorneys at a rate of \$210 per hour. The City further agrees to compensate Outside Counsel's paralegals at a rate of \$90 per hour. The City does not pay for secretarial/clerical services.

SECTION 3. Term of the Agreement; Modification. The term of this Agreement shall be extended, retroactive to April 15, 2018. In the event that a term needs to be modified or the agreement amended, the parties agree to engage in discussions regarding the same immediately.

SECTION 4. Billing. All invoices must be submitted to the Department of Human Resources, which will review the same with the City Attorney's Office. When appropriate, 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.

SECTION 5. Costs and Expenses. Except as otherwise provided herein, in-house photocopying will be paid at a rate of ten cents per page, and facsimile charges will be billed at the actual rate. The use of couriers or express mail requires prior approval from the City Attorney's Office. Records for long distance telephone calls should reflect the date, length of call, and per minute cost, if provided. Further, except as otherwise provided herein, any travel, per diem, mileage, or meal expenses, which may be reimbursable, 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 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 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 that is routine in nature. The City will pay only for updating and shephardizing existing research and/or fact specific research.

SECTION 6. 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.

SECTION 7. 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.

SECTION 8. Professional Liability Insurance. Outside Counsel will maintain in full force and effect, during the life of this Agreement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services, with complete copies of policies to be furnished 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.

SECTION 9. Conflicts of Interests. Outside Counsel shall represent 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.

SECTION 10. 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.

SECTION 11. 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. Payment for services already rendered will be paid by the City on a pro-rata basis.

IN WITNESS WHEREOF, the parties hereto have fixed signatures of their authorized officers or partners, as appropriate, as the date and year first above written.

OUTSIDE COUNSEL:

By: _____
Glen J. Torcivia
Glen J. Torcivia & Associates, P.A.

CITY OF RIVIERA BEACH

By: _____
Thomas A. Masters, Mayor

ATTEST:

By: _____
Claudene L. Anthony
City Clerk

AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Andrew DeGraffenreidt III, City Attorney

Date: _____