

EXHIBIT "A"

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Dee, LaVia & Wright, P.A.
Attorneys at Law

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August 23, 2018

Terrill C. Pyburn, Esq.
City Attorney's Office
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

Re: Environmental Law Services

Dear Ms. Pyburn:

It is my understanding that the City of Coconut Creek ("City") would like this law firm ("Firm") to assist the City with various environmental law issues related to the City's programs for the management of solid waste and recyclable materials. Among other things, the City wishes to have our assistance with the preparation of a Request for Proposals ("RFP") concerning the collection of the solid waste and recyclable materials generated by the residents and businesses in the City.

On behalf of this Firm, I am sending you this letter to confirm that we would be delighted to work with the City on these issues. The Firm also will be happy to assist the City with other issues, on an as-needed basis, when requested to do so. Accordingly, I have prepared this engagement letter ("Agreement"), which describes the general principles that will govern our work for the City.

Qualifications and Case Management

With the City's approval, I will take primary responsibility for assisting the City and I will personally perform or supervise the Firm's work for the City. For your reference, a copy of my resume is attached hereto.

I will work closely with you and other representatives of

the City to ensure that the City's matters are staffed appropriately. We want the City's work to be performed in the most efficient and cost-effective manner possible, while fully utilizing the Firm's expertise.

Fees and Billing Practices

We charge our clients an hourly rate for our legal services. My billing rate for new private clients is \$375 per hour. The other senior attorneys in this Firm charge similar amounts.

For the City, the Firm's rates will be reduced. Specifically, the Firm is willing to reduce my normal billing rate to \$275 per hour; the maximum rate for our other senior attorneys also will be reduced to \$275. The rates that will be charged to the City are shown on Exhibit A, which is attached to this letter. Any proposed changes to the Firm's rates are subject to the prior approval of the City Attorney. We understand that the City's initial budget for our work is Fifty Thousand Dollars (\$50,000) and, therefore, our cumulative billings for all fees and costs shall not exceed this amount unless an increase in the budget is approved by the City Commission in the future.

Our clients are responsible for all reasonable costs that we incur during our representation of them. Such costs include overnight courier services, copying charges, travel expenses, and other out-of-pocket expenditures. We understand that all travel expenses must be approved by the City in advance, including but not limited to airfares (coach class only), rental cars, taxicabs, hotels, meals, etc. All travel expenses will be billed at actual cost, without any mark-up. Any request for reimbursement of travel expenses will be limited to the amounts authorized for state employees pursuant to Section 112.061, Florida Statutes.

We will provide the City with an itemized monthly invoice for our services. The invoice will identify each task that has been performed during the month, the person that performed the work, the date on which the work was performed, and the amount of our costs. Our invoices will include receipts or other

appropriate documentation for our costs.

We recognize that the City may have its own limitations on reimbursements for costs and out-of-pocket expenditures. We will comply with any reasonable limitations imposed by the City, but we ask that such limitations be identified now so we can take appropriate steps to comply with the City's requirements.

Our invoices are payable upon receipt. If our invoices are not paid within 45 days, we may charge interest on the outstanding balance at the rate of 1.0% monthly (12% per annum), which is consistent with the requirements established by the Florida Legislature in the Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes. We reserve our right to terminate our representation of the City if our invoices are not paid in a timely manner.

Potential Conflicts of Interest

We are not aware of any existing conflicts of interest that will arise as a result of our work for the City. Of course, we will notify you promptly if we become aware of any existing or potential conflict of interest in the future.

Compliance with Florida's Public Records Law

When performing its work for the City, the Firm shall comply with all applicable public records laws, including Chapter 119, Florida Statutes. In accordance with state law, the Firm agrees to:

- a. Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services;
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat., or as otherwise provided by

- law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the University does not transfer the records to the City;
 - d. Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Firm or keep and maintain public records required by the City to perform the services. If the Firm transfers all public records to the City upon completion of the services, 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 the services, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format City that is compatible with the information technology systems of the City.

If the Firm does not comply with the applicable requirements concerning Florida's public records law, the City may enforce the provisions herein and also may unilaterally cancel this Agreement in accordance with state law.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774.

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Termination

The City shall have the right to terminate the Firm's representation of the City at any time. The Firm shall have the same right to terminate at any time, subject to the Firm's obligation to give reasonable notice to the City and thus provide a reasonable opportunity for the City to arrange for alternative representation. In the event of termination by either party, any papers and other property which the City delivered to or otherwise deposited with the Firm shall be promptly returned to the City, upon payment of any outstanding charges of our Firm. If the City's engagement of the Firm is terminated, the City shall remain responsible for payment to the Firm for the services and costs incurred by the Firm before termination and in connection with the orderly transition of the matter.

Conclusion

We hope that our proposal is acceptable to the City. If it is, the appropriate City official should sign in the space provided below and then a copy of this Agreement should be returned to me. The City's signature will confirm the City's engagement of the Firm as legal counsel, subject to the terms and conditions set forth herein.

Please call me if you have any questions. We look forward to a pleasant and successful relationship with you and the City.

Sincerely,

GARDNER, BIST, BOWDEN, BUSH,
DEE, LAVIA & WRIGHT, P.A.

By: 

David S. Dee
For the Firm

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Accepted and agreed to this ____ day of _____, 2018.

ATTEST:
FLORIDA

CITY OF COCONUT CREEK,

Leslie Wallace May, City Clerk

By: _____
Mary C. Blasi, City Manager

Approved as to Form:

Terrill C. Pyburn, City Attorney

EXHIBIT A

GARDNER, BIST, BOWDEN, BUSH,
DEE, LAVIA & WRIGHT, P.A.

	<u>RATE</u>
MICHAEL P. BIST	\$275 per hour
GARVIN B. BOWDEN	\$250 per hour
BENJAMIN B. BUSH	\$250 per hour
DAVID S. DEE	\$275 per hour
ERIN W. DUNCAN	\$200 per hour
CHARLES R. GARDNER	\$275 per hour
JOHN T. LAVIA, III	\$250 per hour
ROBERT SCHEFFEL WRIGHT	\$275 per hour