

RESOLUTION NO. 2022-179

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AN UPDATED RETAINER AGREEMENT WITH BRETT J. SCHNEIDER, ESQUIRE OF THE LAW FIRM OF WEISS SEROTA HELFMAN COLE & BIERMAN TO PROVIDE OUTSIDE LABOR AND EMPLOYMENT LAW SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City first contracted with Brett J. Schneider, Esquire of Weiss Serota Helfman Cole & Bierman to provide outside labor and employment law services to the City in 2012. At that time, the rate quoted to the City was a blended rate (blended between partners and associates at Weiss Serota Helfman Cole & Bierman) of \$250.00 per hour. Recently, due to increases from inflation and the passage of time, Brett J. Schneider, Esquire of Weiss Serota Helfman Cole & Bierman requested an increase for outside labor and employment legal services to a blended rate of \$285.00 per hour; and

WHEREAS, the City of Coconut Creek will soon be negotiating with the City's new Fire Union and also has ongoing negotiations with the City's Police Union (PBA); and

WHEREAS, the City desires to continue to retain the services of Brett J. Schneider, Esquire of the law firm of Weiss Serota Helfman Cole & Bierman to assist with the negotiations and to provide ongoing expert labor and employment law services to the City on an as-needed basis; and

WHEREAS, Brett J. Schneider, Esquire of the law firm of Weiss Serota Helfman Cole & Bierman has agreed to the terms and conditions of the retainer agreement with the City to deliver the professional services detailed therein, attached as Exhibit "A;" and

WHEREAS, the City Commission finds and determines that retaining the above-referenced law firm to provide outside labor and employment law services as needed with regard to ongoing legal issues is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. Exhibit "A," attached hereto, is incorporated herein and made a specific part of this resolution.

Section 2: That the City Commission has approved the retainer agreement with Brett J. Schneider, Esquire of the law firm of Weiss Serota Helfman Cole & Bierman, attached hereto as Exhibit "A."

Section 3: That the City Manager, or designee, is authorized to execute the retainer agreement with Brett J. Schneider, Esquire of the law firm of Weiss Serota Helfman Cole & Bierman, attached hereto as Exhibit "A."


Section 4: That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 5: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 8th day of September, 2022.



Joshua Rydell, Mayor



Attest:
Joseph J. Kavanagh, City Clerk

Rydell	<u>Aye</u>
Welch	<u>Aye</u>
Tooley	<u>Aye</u>
Railey	<u>Absent</u>
Brodie	<u>Aye</u>



Exhibit "A"

BRETT J. SCHNEIDER, ESQ.
bschneider@wsh-law.com

July 11, 2022

VIA EMAIL (tpyburn@coconutcreek.net)

Terrill Pyburn, Esq.
City Attorney
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

Re: Retainer Agreement:

Dear Terrill:

Our Firm has had the honor and privilege of providing labor and employment law services to the City of Coconut Creek since 2012. The City has been, and always will remain, a treasured Firm client. We value our relationship with the City and enjoy working closely with you and the City's non-attorney staff.

In 2012, the City established a "base blended rate" of \$250 per hour for the services of our attorneys. However, this base blended rate has not increased in 10 years. During that time, the cost of living and market rates for legal services in South Florida, particularly those of specialty legal services, have increased dramatically. I believe that the requested rates below will still be considered highly favorable and competitive for the City. Such rates will enable us to continue to provide outstanding legal services from the Firm's highly specialized attorneys at the same level of expertise for which the City has grown accustomed during our longstanding relationship.

This letter is intended to set forth our continuing understanding as to the nature and scope of the legal services we will continue to perform for the City, the amount of our fees for those services, the manner in which our fees for those services shall be determined, and the terms upon which the City will make payment.

1. Nature of Legal Services. The City has engaged us to continue to provide it with labor and employment law services.

2. Fees for Services. We are requesting an increase in our hourly rates to \$285/hour for all attorney time effective October 1, 2022. We agree to continue to bill the City on a monthly basis at the conclusion of each calendar month. It is our practice to charge for actual time expended on the City's behalf, but not less than 2/10ths of an hour for each activity.

3. Costs. In addition to the fees discussed in paragraph 2, we anticipate that certain expenses may be incurred and advanced on the City's behalf. These expenses may include filing fees, delivery charges, long distance telephone charges, photocopies (xerox), and special postage (express mail, certified mail and the like). In addition to our fees for legal services, the City agrees to pay us for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from the City prior to undertaking the expenditures of funds on the City's behalf.

4. Payment of Fees and Costs. Our invoices will be submitted to the City on a monthly basis and each invoice will be due and payable when rendered. The City must understand that if any invoice remains unpaid for more than thirty (30) days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to the City. The City will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, The City understands that the City will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. The City further understands that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to the City until we have been paid all costs, fees and interest due us under this agreement. The City also agrees to the imposition of a charging lien for any monies due us on all real and personal property that is preserved, protected or obtained as a result of the representation undertaken herein. Interest at the rate of 12% per annum will be added to any invoice which remains unpaid for more than thirty (30) days after it is rendered.

5. Withdrawal from Representation. We reserve the right to withdraw from representing the City if the City misrepresents or fails to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation.

7. Fees for Other Services. In the event the City asks us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2, 3, and 4 of this letter.

8. Commencement of Representation. If the foregoing is agreeable to the City, please acknowledge the City's understanding and agreement by signing this letter and delivering it to us.

9. Public Records. We will keep and maintain public records required by you to perform the service. However, the parties agree that the nature of the retention contemplated herein does not render us a "public agency" within the meaning of the term in Chapter 119, Florida Statutes.

Upon request by your custodian of public records, as identified in the next section, we will provide the public agency 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.

For public records requests that require significant administrative time or the use of technology to fulfill, we will prepare an estimate of the cost of fulfilling the public records request and provide same to you in writing. If you have a policy regarding the manner of calculating charges for significant administrative time or the use of technology, we will follow the policy in developing the cost estimate. The policy will be attached hereto upon execution by you. If you do not have a specific policy for calculating charges for significant administrative time or the use of technology, we shall develop the estimate based on our actual cost. Significant administrative time will be considered time in excess of 30 minutes. Labor costs shall be estimated based on 1.25 x the hourly rate of our lowest paid member capable of performing the work. The cost of technology shall be estimated based on actual cost, with no mark-up.

We will ensure that public records maintained or created in connection with this representation 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 term and following completion of the representation if we do not transfer the records to you.

Upon completion of the representation, we shall transfer, at no cost to you, all public records in our possession related to the representation, in the format in which those records were ordinarily kept, provided that all electronic records shall be produced to you in a format that is compatible with your information technology systems. If you desire the records to be transferred in a format that is different than the above-referenced format, we shall prepare a cost estimate for the records conversion upon request, and provide the converted records to you upon approval of the cost estimate.

We shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. We may retain duplicate copies of non-exempt and non-confidential public records after the record copies are transferred to you. If you receive a public records request for materials the record copies of which are maintained by us, you shall immediately notify us of the request in writing. We will provide the records to you,

Terrill Pyburn, Esq.

July 11, 2022

Page 4 of 5

or allow the records to be inspected or copied within a reasonable time, as directed by you. If you desire for us to review the records for responsiveness and/or exemption/privilege, you shall advise us of its desire in writing and we shall provide the service at the rates provided herein. If you seek for us to "certify" a public record, you should provide us with direction on the desired format of such certification along with the records request.

IF WE HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, WE WILL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(954) 973-6774

Telephone Number

PublicRecords@coconutcreek.net

E-mail Address

4800 West Copans Road

Coconut Creek, FL 33063

Mailing Address

10. Venue. If any arbitration or enforcement action or any other litigation arises regarding this Agreement, venue will be exclusively in Broward County, Florida.

11. Binding and Entire Agreement. This Agreement and any concurrent attachments represent the entire Agreement between the parties, and no party is relying or is entitled to rely on any representations not expressly contained herein. In addition, no changes may be made to this Agreement without the written consent of all the parties hereto.

We appreciate the City's confidence in our Firm, and we assure the City that we will make every effort to perform our services in a prompt and efficient manner.

Sincerely,

WEISS SEROTA HELFMAN

COLE & BIERMAN, P.L.



Brett J. Schneider

AGREED AND ACCEPTED on this 8th day of September, 2022.

ATTEST:


JOSEPH J. KAVANAGH


CITY OF COCONUT CREEK, a
Florida municipal corporation

By: Karen M. Brooks
Karen M. Brooks, City Manager

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

By: Terrill C. Pyburn
Terrill C. Pyburn, City Attorney