

## AGREEMENT FOR LEGAL SERVICES

Bryant Miller Olive ("BMO") agrees to provide legal services to North Bay Village, Florida, ("Client"), and Client agrees to accept such services, effective as of the date of execution by the last-signing party below on the following terms and conditions:

1. Scope of Engagement. Client hereby engages BMO and BMO is engaged to provide legal representation and provision of legal counsel in Labor and Employment matters, including pension matters, as set forth in this Agreement. Client will refer to BMO legal questions and matters involving Labor and Employment law, including questions and matters of pension law. BMO will represent Client and provide legal counsel to it in such matters and questions except in the case of matters or questions deemed by BMO to be outside its area of practice. Should BMO deem a matter or question to be outside its area of practice, BMO, in consultation with Client, will undertake to provide Client with alternative legal representation on such matter or question.

Client has not retained BMO pursuant to this Agreement to provide it with advice in areas of securities, tax, or other specialized areas of law unrelated to this specific representation. BMO has no responsibility or obligation to provide any such other advice unless specifically contracted for in writing.

The attorney-client relationship in this matter will commence on the effective date stated above.

2. Staffing. Primary responsibility for this engagement will be assumed by James C. Crosland, Esquire, and David C. Miller, Esquire. Other attorneys and legal assistants may also be assigned to this matter, including, but not limited to, shareholders Denise M. Heekin, Esquire, and Michael L. Elkins, Esquire. Staffing will depend primarily on the judgment of BMO as to the experience and expertise required to properly discharge its professional responsibilities. Should any services other than the Bargaining Services, as herein defined, require the attendance of more than one attorney at any single hearing, meeting, or other event, BMO will obtain Client's approval in advance.
3. Fees. Client will pay to BMO an hourly rate of \$215.00 for services provided by an attorney and \$100.00 for services provided by a paralegal or law clerk, except for the Bargaining Services, as herein defined. Client will pay BMO a fixed fee for bargaining to agreement or to declaration of impasse the two collective bargaining agreements between the Client and the Florida State Lodge, Fraternal Order of Police and the Construction and Craft Workers' Local No. 1652 LIUNA, AFL-CIO, plus bargaining to agreement or declaration of impasse negotiations undertaken pursuant to a reopener provision in such contracts ("Bargaining Services"). Client agrees that the fixed fee is reasonable and is consideration, in part, for BMO undertaking to provide the Bargaining Services on a fixed fee basis and, as such, is not dependent on the quantity of these services, if any, provided at any given time or throughout the duration of this Agreement. The provision of Bargaining Services will be tracked by the tenth of an hour by BMO and, should the number of attorney work hours expended by BMO exceed 140 hours (or thereafter at the request of either Party), Client and BMO will negotiate a reasonable addition to the flat fee to be paid with the next installment or, if both installments have been paid, no later than three months after the amount is agreed. The Bargaining Services do not include any bargaining other than that specifically and expressly defined above.

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4. The fixed fee for Bargaining Services is \$17,000.00, payable in two equal installments of \$8,500.00 on May 1, 2013, and December 1, 2013.
5. Costs. Client will reimburse BMO for out-of-pocket expenses such as long distance telephone tolls, witness fees, deposition transcripts, court costs, photocopying, postage, courier services, filing fees, expert fees and charges, and the like ("Expenses"), which will be separately itemized on BMO's statements. In-house photocopying will be paid at a rate of ten cents per page. Each invoice shall specify the number of copies for which reimbursement is sought. Client will not pay for local facsimile transmissions. Long distance phone calls must state the number of calls, date, length of call, and per minute cost. Any travel, per diem, mileage, or meal expenses, that may be reimbursable, must be approved in advance and will be paid in accordance with the rates and conditions set forth in Section 112.062, Florida Statutes.

The City does not pay for local travel in Miami-Dade, Broward and Palm Beach Counties, including, but not limited to, attorney's time in such travel and/or reimbursement for meals. For all disbursements, BMO will provide copies of paid receipts, invoices, or other documentation that Client's Finance Department may require to establish that the expense was actually incurred and necessary in the performance of the legal services provided.

Client will not be responsible for the cost of computerized legal research service the BMO receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, BMO will provide copies of transaction reports indicating the total time for each research session, the charge per minute, and a description of the issues researched. Any extensive computer research project (research in excess of three (3) hours whether performed during one session or over several sessions or which is likely to exceed Three Hundred Dollars (\$300.00)) must be approved by Client. Client has selected BMO for its expertise in labor law and will not pay for routine computerized research. Client will pay only for computerized updating and Shepardizing existing research.

Client will pay for Expenses and pre-approved expenses for travel, lodging, and meals outside incurred solely for Non-Base Services outside of Miami-Dade and Broward counties. BMO will provide Client with a proposed budget for travel, lodging, and meals and Expenses that may be incurred for services outside of Miami-Dade and Broward Counties.

BMO will maintain in full force and effect during this engagement standard professional liability insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with maximum deductible each occurrence of Two Hundred Fifty Thousand Dollars (\$250,000.00). BMO will provide Client with certificates of liability insurance upon request.

6. Responsibility for Payment. Client is responsible for and agrees to promptly pay all charges incurred under this Agreement.
7. Submission and Payment of Invoices. BMO's invoices will be itemized to specify and concisely identify each task performed and will reflect the actual time spent on each task, using 1/10 an hour increments. BMO's invoices will also identify the personnel who performed each task. Client will pay each statement in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.
8. Marketing Materials. Client agrees that BMO may publish Client's name in BMO marketing materials and websites in the future, generally describing the type of services BMO performs

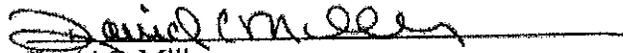
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and using Client's name at times as a reference, but always observing Florida Bar rules on the confidences of Client.

9. Miscellaneous. This agreement may be executed in counterparts, with each together constituting a single document. Electronically transmitted signatures shall be treated as originals. This agreement shall be construed and governed under the laws of the State of Florida, according to the plain meaning of its language, and not strictly for or against any Party, regardless of authorship. Any dispute arising from this agreement, its breach, alleged breach, charges or payments hereunder, or the construction of this agreement shall be decided by a judge and not a jury in the Circuit Court of the State of Florida in and for Miami-Dade County, Florida. The Parties agree that venue will be proper in Miami-Dade County and waive any objections thereto. Should any provisions, provision, or portion of a provision be determined by a tribunal of competent jurisdiction to be invalid or in contravention of any applicable law, regulation, rule or other applicable authority, such provision shall be applied in such a way as to comply with applicable authority. If any provision of this Agreement is later determined or held to be invalid or unenforceable for any reason, then this Agreement shall not be deemed to be invalid or unenforceable in its entirety. In such case, the defective provision shall be severed from this Agreement, which shall be enforced without reference to the invalid or unenforceable provision. This Agreement may be modified only by a writing signed by both Parties.
10. Term of Engagement. This engagement shall commence on the effective date of this Agreement, as defined above, and shall continue for thirty-six (36) months. Client has the right to terminate BMO' representation upon written notice and said termination shall become effective upon receipt of said notice. BMO may terminate its representation upon written notice to the Client, and said termination shall become effective upon receipt of said notice unless BMO's termination will prejudice Client in any pending litigation. Upon termination, BMO shall transfer all work in progress, completed work, and other materials related to the terminated work to Client's successor counsel. Either party may give notice in writing to the other within ninety (90) days of the expiration of the thirty-six (36) month that it desires to renegotiate the engagement and this Agreement or to terminate the same at the end of the thirty-six (36) month period. If neither Party gives notice within the ninety (90) day period, this Agreement shall automatically be renewed on a month-to-month basis on the same terms as then in effect.
11. Public Records. Client and all its activities, unless exempt, are subject to the Public Records Law (Chapter 119, Florida Statutes) and Sunshine Law (Section 286.011, Florida Statutes). Therefore, BMO agrees to observe and comply with those laws as they may relate to Client's policies and procedures.
12. Conflicts of Interest. BMO acknowledges that it presently has no interest and shall acquire no interest, either direct or indirect, which would affect in any manner with the performance of legal services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. BMO will promptly notify Client, in writing, of all potential conflicts of interest, which may influence or appear to influence BMO's judgment or quality of legal services. Client will notify BMO within thirty (30) days of receipt of notification, if in Client's opinion, the conflict would or would not be deemed a conflict of interest with respect to the legal services provided by BMO.

13. Independent Contractor. BMO 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 Agreement, shall at all times, and in all places be subject to BMO's sole discretion, supervision, and control. BMO shall exercise control of the means and manner in which it and its employees perform the work, and in all respects, BMO's relationship and the relationship of its employees to the Client shall be that of an independent contractor and not as Client's employees.

BRYANT MILLER OLIVE ("BMO")

  
David C. Miller  
February 12, 2013

Accepted and agreed to this \_\_\_\_\_ day of February, 2013.

North Bay Village, Florida ("Client")

By: \_\_\_\_\_

\_\_\_\_\_  
(Print name and title)