

**AGREEMENT BETWEEN CITY OF NAPLES
AND MORGAN, LEWIS & BOCKIUS LLP
FOR LEGAL SERVICES**

THIS AGREEMENT is made and entered into this 5th day of June, 2002 by and between THE CITY OF NAPLES, a political subdivision of the State of Florida, hereinafter referred to as "City," and the law firm of MORGAN, LEWIS & BOCKIUS, LLP, 5300 First Union Financial Center, 200 South Biscayne Boulevard, Miami, Florida 33131-2339, hereinafter referred to as "Attorney."

In consideration of the mutual covenants and agreements expressed in this Agreement, the City and Attorney agree as follows:

1. **AGREEMENT:** In consideration of the mutual covenants and agreements expressed in this Agreement, the City and Attorney agree to engage the Attorney in order to provide the legal services as set forth in this Agreement. The Attorney agrees to render the legal services set forth in this Agreement in a timely, professional and competent manner. William R. Radford, of Attorney, shall assume primary responsibility on behalf of the Attorney for management of the Legal Services. The City agrees to compensate the Attorney for representation, hereinafter referred to as "Legal Services," in labor and employment matters.
2. **SCOPE OF SERVICES:** The services to be rendered under this Agreement are as follows:
 - a. Legal representation of the City administrative staff on an as requested, as needed basis, in actions and charges filed with the City. Such actions and charges may include but are not limited to those filed under federal, state or local labor and employment laws, collective bargaining, etc.
 - b. Legal advice to City administrative staff concerning labor and employment law and related matters subject to the interpretation of federal and state laws and statutes, City ordinances and charter, etc. as well as labor relations and negotiation matters.
3. **SERVICE STANDARDS:** The services to be rendered under this Agreement are as follows:
 - a. Attorney shall provide periodic status reports, either oral or in writing, as requested by the City.
 - b. The Attorney shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City in the course of providing the Legal Services.

- c. The Attorney shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).
4. BILLING RATES: The billing rate will be as outlined below and will not increase during the term of this Agreement without prior approval of the Naples City Council.
 - a. Lead Attorney, William Radford: \$210 per hour
 - b. Other Partners: \$210 per hour
 - c. Associates: \$210 per hour
5. INVOICES:
 - a. Billing: Attorney will not bill more often than monthly and will submit invoice to the Director of Human Resource's office for review and approval for payment. All invoices are subject to the final review and approval of the City Manager. Each item shall be set forth separately, specifically describing the work performed, and reflecting the actual time spent on each such issue. Clerical services are deemed to be overhead and therefore not billable.
 - b. Payment: Invoices that accuracy reflect services rendered and conditions outlined herein will be paid within thirty (30) days. The City will pay upon correct billings at its next billing cycle, not to exceed forty-five (45) days.
 - c. Reasonable Costs: The City will reimburse for reasonable costs and out-of-pocket expenses such as computer research, long distance telephone charges, overnight or express mail service, photocopying, travel, etc. when such services are itemized and reflected on the invoice.
6. CLIENT FILES: The Attorney shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least one (1) year after the City's fiscal year-end (September 30) following the completion of this Agreement. The City shall have access to such books, records and documents as required in this subparagraph and as are related to the charges, expenses, and costs, for the purpose of inspection or audit during normal business hours at Attorney's office and at the City's expense, upon five (5) days written notice. This time period shall not apply to records, documents, etc. produced on behalf of the City by Attorney that are subject to Florida Statute and public record laws AND that either the original or a copy of such document has not been furnished to the City.
7. CONFLICT OF INTEREST: Because of the size and diversity of Attorney's practice in its 12 offices, some of Attorney's future clients unfortunately may have dealings or conflicts with the City in areas that are unrelated to our retention in this matter. Any future and potential conflict of interest shall not include representation where Attorney has obtained confidential Attorney/Client information that could be used to the material disadvantage to the City. Conflicts will be determined according to the Rules Governing the Florida Bar. Additionally, Attorney will make every effort through our

firm's internal conflict checking system to discover conflicts. If future conflicts do unfortunately arise, the ATTORNEY shall request a waiver from city council. If city council does not approve the waiver, the CITY may choose other lawyers to represent its interests if no agreement could be reached that Attorney could represent the City in those matters.

8. CITY ETHICS: ATTORNEY agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of two (2) years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. In the event ATTORNEY violates the provisions of this paragraph, ATTORNEY shall be required to pay damages to CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last two (2) years of gross compensation from CITY, whichever is greater.
9. TERMINATION OF AGREEMENT: This Agreement shall be in effect upon approval by Naples City Council, shall remain in force through the end of the current fiscal year, and shall be automatically renewed for a period of two (2) years thereafter. This Agreement is terminable by either party upon sixty (60) days written notice to the other party.

The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force and effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties hereto.

Any and all previous contracts entered into between the parties are hereby repealed and superseded by this Agreement.

Bonnie R. MacKenzie, Mayor

Attest:

Approved as to form and legality:

Tara A. Norman, City Clerk

Robert D. Pritt, City Attorney

Approved as to accuracy:

MORGAN, LEWIS & BOCKIUS LLP:

Date filed with City Clerk: _____

William R. Radford