

**CITY OF NORTH MIAMI**  
**STANDARDS FOR LEGAL SERVICES**

Your firm, **Law Office of Benedict P. Kuehne, P.A.**, (“Outside Counsel”) has been selected by the City of North Miami, a Florida municipal corporation, (City) to act as its attorneys in the matters of **Kevin Burns vs. Lucie Tondreau, Penelope Townsley, Michael A. Etienne, City of North Miami Canvassing Board, Case No. 13-21112 CA 25**. The Agreement concerning the Defendants’ representation is set forth in the Engagement Letter and any attachments thereto, and these STANDARDS FOR LEGAL SERVICES (“Standards”). These Standards supplement the Engagement Letter and further define the engagement.

**I. FEES**

The City agrees to compensate Outside Counsel for legal services performed on behalf of the City at the hourly rate of Two Hundred Fifty Dollars (\$250.00) for the services of Benedict P. Kuehne, Esq. and Two Hundred Dollars (\$200.00) for the services of other attorneys and Ninety Dollars (\$90.00) per hour for paralegals. Staff overtime shall not be compensated by the City.

**II. PROFESSIONAL STAFFING**

Outside Counsel shall, upon approval of the City Attorney’s Office, assign one attorney with primary responsibility for management of the legal services provided to the City, together with one associate to assist as necessary. With the exception of paralegals, no other attorneys or personnel will be compensated without prior approval from the City Attorney’s Office. The City does not pay for secretarial/clerical tasks which are or could be performed by a secretary or clerk. The City reserves all rights as to the ultimate decision whether such work is or could be performed by secretarial or clerical personnel. Additionally, it is anticipated that Outside Counsel will attempt whenever possible to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of Outside Counsel or staff experience required by task, and taking other actions to improve efficiency. Multiple staffing of attorneys at meetings, depositions, conferences, etc. will not be compensated unless prior approval from the City Attorney’s Office has been obtained.

**III. 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.

**IV. 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.

**V. PROFESSIONAL LIABILITY INSURANCE**

Outside Counsel will maintain in full force and effect, during the life of this Engagement, 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.

**VI. BILLING**

All invoices must be submitted to the City Attorney's Office on a monthly basis for review and approval prior to payment. 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.

**VII. COSTS AND EXPENSES**

The City will reimburse Outside Counsel for any out-of-pocket expenses, including but not limited to filing fees, long distance telephone charges, postage, outside printing and photocopying, court reporter and transcription fees.

In-house photocopying will be paid at a rate of ten cents (10¢) per page. Each invoice shall specify the number of copies for which reimbursement is sought. The City will not pay for local facsimile transmissions. The use of couriers or express mail requires prior approval from the City Attorney's Office. Long distance telephone calls must state the number of calls, date, length of call, and per minute cost. Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance by the City Attorney's Office, and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. The City does not pay for local travel, including, but not limited to, attorney's time in such travel and/or reimbursement for meals. For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of North Miami's 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 (3) hours whether said research is performed during one session or over several sessions or which is likely to exceed Three Hundred Dollars (\$300.00) 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 which is routine in nature. The City will pay only for updating and shepardizing existing research and/or fact specific research.

#### **IX. PRIOR APPROVAL REQUIRED**

Outside Counsel shall not settle any claim without the prior written authorization of the City Attorney's Office with subsequent approval from the Risk Management Committee and/or the City Council. Outside Counsel shall obtain approval from the City Attorney's Office before filing any complaint, counterclaim, cross-claim, third-party claim, summary judgment motion or conducting depositions; before selecting a mediator/arbitrator or retaining and experts; and prior to arranging any use of couriers or express mail, outside printing and/or photocopying or out-of-town travel.

#### **X. REPORTING REQUIREMENTS**

Outside Counsel shall provide status reports, in writing, as requested by the City Attorney's Office. Outside Counsel shall copy the City Attorney on all substantive filings including, but not limited to, complaints, answers, interrogatory answers, request for admissions, summary judgment motions and memoranda of law, trial orders, mediation summaries, pre-trial stipulations, witness and exhibit lists, motions in limine, and all post-trial motions. Unless said copy is a pressing matter which requires prompt attention by the City Attorney or when otherwise advised by the City Attorney all such copy shall be sent by regular U.S. Mail. The City shall not pay for any long distance and/or facsimile charges of routine copy matters.

#### **XI. 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 interest, 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, or circumstance shall not be deemed to be a conflict of interest with respect to the legal services provided by Outside Counsel.

#### **XII. 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

engage 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.

**XIII. 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.

On behalf of the firm, I agree to the terms outlined above.

**OUTSIDE COUNSEL:**

By: Benedict P. Kuehne  
BENEDICT P. KUEHNE, ESQ.  
LAW OFFICE OF BENEDICT P.  
KUEHNE, P. A.

Dated: July 2, 2013

**CITY OF NORTH MIAMI, FLORIDA**

BY: [Signature]  
REGINE M. MONESTIME  
CITY ATTORNEY

Dated: 7/2/13