

RETAINER AGREEMENT FOR OUTSIDE COUNSEL SERVICES IN CONNECTION WITH OPIOID EPIDEMIC LITIGATION

This Retainer Agreement (“Agreement”) is entered into by and among the City of Fort Lauderdale, a Florida municipality, (the “City”) and the following law firms: Haliczzer, Pettis & Schwamm, P.A.; Kopelowitz Ostrow Ferguson Weiselberg Gilbert; Morgan & Morgan, P.A.; Robbins Geller Rudman & Dowd LLP; and Lieff Cabraser Heimann & Bernstein (collectively, the “Law Firms”). The obligations of each of these Law Firms under this Agreement are joint and several. The Law Firms and the City are sometimes collectively referred to as the “Parties.”

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

- 1.1 **Board.** The City Commission of the City of Fort Lauderdale, Florida.
- 1.2 **City Attorney.** The chief legal counsel for the City appointed by the Board.
- 1.3 **City’s Net Recovery.** The net amount remaining after the City’s Total Recovery is reduced by the Law Firms’ Fee and Reasonable Costs/Expenses.
- 1.4 **City’s Total Recovery.** The amount of Monetary Recovery and Nonmonetary Recovery combined, prior to the deduction of the Law Firms’ Fee and reimbursement of Reasonable Costs/Expenses.
- 1.5 **Law Firms’ Fee.** This term is defined in Article 3 below.
- 1.6 **Litigation.** This term is defined in Article 2 below.
- 1.7 **Monetary Recovery.** The total amount of any monetary recovery, whether described as damages, restitution, or otherwise, directly awarded or obligated to be paid to the City specifically through either judgment or settlement of the City’s lawsuit.
- 1.8 **Nonmonetary Recovery.** The total amount of any nonmonetary recovery directly awarded or obligated to be paid to the City specifically through either judgment or settlement of the City’s lawsuit, including goods and/or services that, if paid for by the City, would be a budget item for which City funds would be allocated. The monetary value of any goods and/or services for the purposes of this Agreement will be determined according to the fair market value of such items and/or according to other objective criteria.
- 1.9 **Reasonable Costs/Expenses.** The out-of-pocket expenses actually incurred by the Law Firms in connection with the Litigation, including, but not limited to: court fees; process server fees; necessary and reasonable travel expenses of the Law Firms’ attorneys to attend depositions, court proceedings, witness interviews, and meetings related to the Litigation (the Law Firms shall maintain records specifying why attendance by its attorneys at the described events was necessary and reasonable); and expert expenses. Reasonable Costs/Expenses shall

not include the following expenses: first-class or business-class airfare; routine copying and printing charges; fax charges; routine postage; office supplies; telephone charges unless related to teleconferencing services; local travel (within a 30-mile radius of the main office of the applicable attorney or individual Law Firm, including mileage, parking, and tolls); delivery services performed by internal staff; electricity or other utilities; software costs or subscription fees; legal research costs (including but not limited to costs associated with any attorney or other person's time to perform legal research); routine internet or wireless access charges not associated with specific Litigation-related tasks; time expended by law clerks; or time expended by administrative staff.

ARTICLE 2: SCOPE OF SERVICES

2.1 The Law Firms shall represent the City in civil litigation to be promptly filed to pursue all available legal and equitable remedies in connection with the harm incurred by the City as a result of the unlawful, wrongful, deceptive, and fraudulent practices of pharmaceutical manufacturers and pharmaceutical wholesalers/distributors of opioid medications, which representation shall last through resolution of the lawsuit including through any and all appellate proceedings (the "Litigation"). The Law Firms have conducted an investigation and believe there is a valid basis to commence and prosecute the Litigation seeking monetary damages and other relief. The Law Firms will perform all necessary and prudent investigations to determine whether other categories of defendants should be added to the Litigation. Defendants other than manufacturers and wholesalers/distributors may be added only with the prior written consent of the City Attorney.

2.2 The Law firms shall not initiate discovery (except to the extent that common discovery is initiated in the multi-district litigation ("MDL") proceeding) or file a motion for summary judgment without the City Attorney's prior written consent.

2.3 As part of this contracted representation, the Law Firms will also defend the City (and all of its officials and employees) for any claims that may be asserted against them arising from commencement, prosecution, and/or resolution of the Litigation including, but not limited to, any claims to recover adverse party attorneys' fees or costs.

2.4 The City will cooperate reasonably in the prosecution of the Litigation, including participating in discovery and providing deposition testimony, if requested.

2.5 At least quarterly, the Law Firms will provide the City Attorney with a status report containing all material information pertinent to the Litigation.

2.6 The City Attorney's Office (through the City Attorney) retain control over any litigation decisions and settlement of the City's claims (subject to the City Commission's final approval of any proposed settlement). All work performed by the Law Firms will be in a manner satisfactory to the City Attorney.

2.7 The Law Firms shall provide the City Attorney with all key documents (including the Complaint and dispositive motions) with sufficient advance time to allow the City Attorney to review the same and provide meaningful input.

2.8 It is important that any documents potentially relevant to the Litigation, in the broadest sense, are set aside and protected from destruction. This includes electronic records such as communications by e-mail. The Law Firms shall assist the City in identifying and preserving all relevant documents and electronic files.

2.9 If the Litigation is filed in federal court, in consultation with the City Attorney, the Law Firms may explore opportunities for the City to be featured in the MDL in a role commensurate with the City's size and with the impact that the opioid epidemic has had on the people of the City.

2.10 The Law Firms hereby designate Eugene K. Pettis to serve as the Law Firms' representative ("Law Firms' Point of Contact"). The City hereby designates Alain B. Boileau, Interim City Attorney, to serve as the City's representative ("City's Representative"). The Law Firms' Point of Contact shall have the authority and responsibility to: (i) promptly inform the City Attorney and City's Representative of any decision or circumstance with respect to which the Law Firms need the City's informed consent; (ii) reasonably consult with the City's Representative about the means by which the City's objectives are to be accomplished and communicate such information to the Law Firms; (iii) keep the City's Representative and the City Attorney reasonably informed about the status of the matter; (iv) promptly comply with reasonable requests for information from the City's Representative; (v) consult with the City's Representative about any relevant limitation on the Law Firms' conduct when the Law Firms know or reasonably should know that the City expects assistance not permitted by the Rules of Professional Conduct or any law; (vi) explain the matter to the extent reasonably necessary to permit the City to make informed decisions regarding the representation; and (vii) keep the Law Firms informed about communications with the City. Nothing in this section shall preclude the City from communicating with the other Law Firms or the Law Firms from communicating with the City on any of the areas of responsibility listed above. The City's Representative and City Attorney are authorized and responsible to act on behalf of the City with respect to communicating and coordinating with the Law Firms and with regards to administering the City's obligations under this Agreement.

ARTICLE 3: FEE STRUCTURE

3.1 The Law Firms will undertake the representation and diligently prosecute the Litigation on a contingency fee and cost basis. The Law Firms shall expend all time, and advance all expenses, necessary to fully and effectively prosecute the Litigation. The City is obligated to pay attorneys' fees to the Law Firms and to reimburse the Law Firms for Reasonable Costs/Expenses expended by them only out of any Monetary Recovery. If the City does not receive a Monetary Recovery, it is not obligated to pay any amounts to the Law Firms whatsoever, whether as attorneys' fees or as reimbursement for Reasonable Costs/Expenses.

Under no circumstances shall the City be required to pay any sums as Law Firms' Fee or for Reasonable Costs/Expenses that, when aggregated, exceed the amount of the Monetary Recovery. The City's obligations regarding fees and expenses are further limited below.

3.2 The Law Firms' Fee structure is tiered based on the stage of the litigation at which the Litigation is resolved. Subject to the provisions stated below in Article 3, the Law Firms' Fee shall be calculated by multiplying the applicable percentage below by the City's Total Recovery (before deducting the amount necessary to pay all Reasonable Costs/Expenses advanced by the Law Firms that are property allocable to the City):

- a. Upon commencement of the engagement up to the commencement of discovery: four percent (4%);
- b. After the commencement of discovery up to the filing of any motion(s) for summary judgment: twelve and one-half percent (12.5%); and
- c. After the filing of any motion(s) for summary judgment through the conclusion of trial and any and all post-trial appellate proceedings: fifteen percent (15%).

3.3 Notwithstanding the Law Firms' Fee percentages set forth above, the maximum percentage that the Law Firms will receive as their combined Law Firms' Fee and reimbursement of Reasonable Costs/Expenses shall not exceed the following percentages of the City's Monetary Recovery:

- a. Five percent (5%) up to the commencement of discovery;
- b. Seventeen and one-half percent (17.5%) after the commencement of discovery up to the filing of any motion(s) for summary judgment; and
- c. Twenty-five percent (25%) after the filing of any motion(s) for summary judgment through the conclusion of trial and any and all post-judgment appellate proceedings.

3.4 If the Law Firms seek recovery of attorneys' fees from Defendant(s) in connection with any Monetary Recovery achieved for the City, and obtain payment of attorneys' fees from Defendant(s) for that Monetary Recovery, the Law Firms' Fee due from the City shall be reduced, offset, or credited by the amount of any attorneys' fees paid by Defendant(s) for that Monetary Recovery. If Law Firms seek recovery of attorneys' fees from Defendant(s) in connection with any Nonmonetary Recovery, and the Law Firms obtain payment of attorneys' fees from Defendant(s) in connection with that Nonmonetary Recovery, the Law Firms' Fee due from the City shall not be reduced, offset, or credited by the amount of any attorneys' fees paid by Defendant(s) for the Nonmonetary Recovery.

3.5 To the extent Reasonable Costs/Expenses are expended for the common benefit of the City and other similarly-situated plaintiffs (i.e., governmental entities that are also seeking to recover funds as a result of the sale, distribution, and use of opioids) represented by any or all of the Law Firms (individually, collectively, or in any combination), the City shall only bear a

proportionate, fair, and equitable share of such Reasonable Costs/Expenses as either determined by court order or, in the absence of court order, based on the relative size of the City's Total Recovery. Representation for purposes of this section does not include representation of governmental entities solely as court-appointed leadership in *In re: National Prescription Opiate Litigation*, MDL No. 2804. Common benefit expenses are expenses expended for the common benefit of a group of clients. For example, if a deposition of a defendant expert witness is taken in one case, and this deposition can be used for and/or benefits the claims of other clients, these costs will be classified as common benefit expenses. By using this common benefit expenses system, no one client has to solely bear costs that actually benefit the group as a whole, and many of the most substantial costs of litigation can be shared equitably by all.

3.6 After the Total Recovery has been reduced by the Law Firms' Fee and Reasonable Costs/Expenses, the remaining sum (i.e., the City's Net Recovery) shall be promptly remitted to the City.

3.7 In the event the Monetary Recovery is paid over a period of time (not in a single lump sum), the payment of attorneys' fees to the Law Firms shall be made on a pro rata basis commensurate with the payment of the Monetary Recovery over time. This provision shall not apply to reimbursement of Reasonable Costs/Expenses, and all Reasonable Costs/Expenses shall be reimbursed in full from any Monetary Recovery and not made on a pro rata basis. By way of example only, if, in a settlement reached after the commencement of discovery, the City receives \$1,000,000 each year for five years, and the Reasonable Costs/Expenses are \$200,000, the Law Firms would deduct the \$200,000 for Reasonable Costs/Expenses from the first year's payment of \$1,000,000. Following the deduction for Reasonable Costs/Expenses, the Law Firms would immediately receive \$125,000 (or 12.5% of the initial payment of \$1,000,000) as the pro rata portion of the Law Firms' Fee and then remit to the City \$675,000. For each of the next four years, the Law Firms would deduct \$125,000 from the \$1,000,000 payment as the pro rata portion of the Law Firms' Fee and then remit to the City \$875,000.

3.8 At the time they remit the City's Recovery, the Law Firms shall provide the City with a detailed disbursement sheet reflecting the amount of attorneys' fees retained by the Law Firms and the Reasonable Costs/Expenses, which shall include enough specificity to permit the City to determine what the cost/expense is, the amount spent on the cost/expense, the percentage thereof to be paid by the City (if the incurrence benefitted other entities) and, where not obvious, the reason for incurring the cost/expense.

3.9 The Law Firms shall not commit to or incur any singular litigation cost/expense exceeding \$25,000 without the prior written approval of the City Attorney. Any proposed expense in excess of \$25,000, and the rationale for incurring such expense, shall be presented for the City Attorney's consideration in a manner that will allow the City Attorney to meaningfully consider the cost/expense in advance of when it would otherwise be incurred. The Law Firms shall report to the City on a quarterly basis all costs and expenses incurred during the preceding quarter in connection with the Litigation, and where the incurrence of that cost or expense has benefitted other clients, shall indicate the share of such cost or expense reasonably allocable to the City.

3.10 The City acknowledges and agrees that, if the Litigation is consolidated and/or coordinated with other actions as part of a multidistrict litigation, the Law Firms may determine that it benefits the City to associate with additional firm(s), which may result in the Law Firms' decision to share with other firms the attorneys' fees to which they would be entitled under this Agreement. This sharing of attorneys' fees with other law firms may be on a percentage basis or based on time spent by all counsel involved in assisting with the prosecution of the Litigation. The City consents to such association and sharing of fees, provided that no attorney and none of the Law Firms representing the City in this matter violates the City's Conflict of Interest Policy (as referenced below) or the Rules of Professional Conduct of The Florida Bar. Any such sharing of attorneys' fees will not increase, decrease, or otherwise affect the percentage or amount of attorneys' fees due under this Agreement. In addition, despite any such sharing of attorneys' fees, the City will not be responsible or obligated to pay any costs/expenses expended by other additional law firm(s) and any such costs/expenses shall not be included in Reasonable Costs/Expenses under this Agreement.

ARTICLE 4. CONFLICTS OF INTEREST

4.1 The City understands that it may be one of multiple governmental plaintiffs being represented by any or all of the Law Firms in opioid epidemic-related litigation. The City consents to such representation and waives any potential conflict that might arise from such representation of other governmental entities. The City recognizes and agrees that an aggregate settlement of multiple opioid cases at one time may be reached, provided the Law Firms believe the aggregate settlement to be fair and adequate for the group as a whole. In this scenario, the case may be settled only with the City's prior written approval. The Board has final decision-making authority as to whether to accept any proposed settlement of the City's claims. If the City rejects any such settlement proposal(s), the Law Firms shall continue to represent the City through any subsequent settlement or any trial and appellate proceedings.

4.2 The Law Firms (and any other attorney or firms with whom or which they might associate as contemplated in Section 3.10) shall strictly comply with the terms and conditions of the City's conflict of interest policy for outside legal counsel ("Conflict of Interest Policy") set forth in Resolution No. 04-55 of the City Commission of the City of Fort Lauderdale, Florida, as may be amended.

4.3 Each of the Law Firms certifies that it does not know of any facts concerning this Agreement or the services to be performed hereunder that constitute a violation of the Conflict of Interest Policy. Each of the Law Firms acknowledges that the Conflict of Interest Policy is more restrictive than the professional code of ethics governing attorney conduct. Each of the Law Firms acknowledges that the City Attorney, in his or her sole discretion, shall have final authority to effectuate the Conflict of Interest Policy and take any and all necessary corrective actions, including termination of this Agreement.

4.4 While this Agreement remains in effect, the Law Firms (individually, collectively, or in any combination) shall not act as counsel in any lawsuit or other adversarial proceeding in which the City is named as an adverse party or in which the Law Firms (individually, collectively, or in any combination) take or may take a position adverse to the City.

4.5 Neither any of the Law Firms nor any of their employees shall have or hold any continuing or frequently recurring employment or contractual relationship substantially antagonistic to or incompatible with the Law Firms' loyal and conscientious exercise of judgment related to their performance under this Agreement.

4.6 The Law Firms agree that none of their officers or employees shall, during the term of this Agreement, serve as an expert witness against the City in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such person give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, that is adverse or prejudicial to the interests of the City, in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section 4.6 shall not preclude such person from representing himself or herself in any action or in any administrative or legal proceeding.

4.7 If, at any time, any of the Law Firms desires to represent a client in matters having to do with the City government, the Law Firms must contact the City Attorney before undertaking such representation so that it can be determined whether a conflict of interest exists. All actual, potential, or apparent conflicts of interest must be disclosed to the City Attorney as soon as they become known.

ARTICLE 5. DOCUMENTS AND PUBLIC RECORDS

Notwithstanding any other provision of this Agreement, the Law Firms shall comply with all applicable requirements of the Florida Public Records Act with respect to the Law Firm's records relating to, arising from, or in connection with this Agreement, including the requirements of **Exhibit A** attached hereto and made a part hereof.

ARTICLE 6. NOTICES

All notices to be given by the Parties hereto shall be by email as follows (unless changed pursuant to proper notice):

TO CITY: Fort Lauderdale City Attorney's Office
Alain E. Boileau, Interim City Attorney
Email: aboileau@fortlauderdale.gov

TO LAW FIRMS: Eugene K. Pettis, Esq.
Halliczer, Pettis & Schwamm, P.A.
Email: epettis@hpslegal.com

With a copy to:
Robert C. Gilbert, Esq.
Kopelowitz Ostrow Ferguson Weiselberg Gilbert
Email: gilbert@kolawyers.com

ARTICLE 7. TERMINATION

7.1 In the event of a material breach of this Agreement by any party that remains uncured for thirty (30) days after written notice thereof is provided by the City to the Law Firms or by the Law Firms to the City, as applicable, this Agreement may be terminated. Except as otherwise provided in Paragraph 4.3, any termination of this Agreement by the City shall be through formal action by the Board. Material breach includes, but is not limited to, failure of any of the Law Firms to comply with the City's Conflict of Interest Policy. In the event the City terminates this Agreement for material breach, the Law Firms shall not be entitled to receive any attorneys' fees (notwithstanding any subsequent monetary recovery by the City) or any reimbursement for any litigation cost/expenses expended pursuant to this Agreement, absent a judicial determination that the City's termination was not properly based on a material breach.

7.2 This Agreement may also be terminated for convenience for any reason other than material breach by the City, through formal action by the Board, upon not less than thirty (30) days' advance written notice to Law Firms. If terminated for convenience, and the City obtains a Monetary Recovery, either through settlement or judgment, the Law Firms shall nevertheless be entitled to recover their Law Firms' Fee and all Reasonable Costs/Expenses from the Monetary Recovery on a *quantum meruit* basis (subject to the limitations stated above).

ARTICLE 8. INDEMNIFICATION

The Law Firms shall at all times indemnify, hold harmless and defend the City, its officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, judgments, settlements, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim") raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or part, by any acts or omissions of the Law Firm(s), any of their employees, agents, servants, or officers, or otherwise accrues from, results from, or is related to the subject matter of this Agreement, to the fullest extent allowable under all applicable law and ethics rules. Notwithstanding the foregoing, the Law Firms shall not take any action that may violate any applicable ethics rules or laws and may not indemnify and/or hold the City harmless from adverse party legal fees and/or costs arising from or relating to the subject matter of this Agreement except as otherwise permitted under applicable law and ethics rules or as ordered by a court of competent jurisdiction. In the event any Claim is brought against an Indemnified Party, the Law Firms, upon written notice from the City, shall defend each Indemnified Party against each such Claim by counsel satisfactory to the City Attorney or, at the City Attorney's option, pay for an attorney selected by the City to defend the City or other Indemnified Party. The obligations of this section shall survive the expiration or termination of this Agreement.

ARTICLE 9. INSURANCE

9.1 The Law Firms agree collectively to maintain Professional Liability coverage with the limits of liability provided by such policy no less than Five Million Dollars (\$5,000,000.00) for each claim with a maximum deductible of Two Million Dollars (\$2,000,000), unless otherwise approved in advance by the City's Risk Management Division ("RMD").

9.2 The Law Firms shall maintain this collective coverage continuously in force for a minimum of two (2) years following the expiration or termination of this Agreement, and shall annually provide RMD with evidence of continuous coverage. The obligations of this article shall survive the expiration or termination of this Agreement.

9.3 Such insurance coverage shall be on a coverage form acceptable to RMD, issued by companies authorized to issue insurance policies and otherwise do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. In addition, each such insurer shall have and maintain throughout the period for which coverage is required a minimum A. M. Best Company Rating of “A-” and a minimum Financial Size Category of “VII.”

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with interpretation or enforcement of this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

10.2 Except with regard to the association referenced in Section 3.10, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by any of the Law Firms without the prior written consent of the City Attorney. If any of the Law Firms violate this provision, the City shall have the right to immediately terminate this Agreement for material breach. The Law Firms represent that each person and entity that will provide services under this Agreement is duly qualified to perform such services and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. The Law Firms agree that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services in litigation of this nature.

10.3 Neither the Law Firms nor the City intend(s) to directly or substantially benefit a third party by this Agreement. Therefore, the Law Firms and the City acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.4 Except with regard to the contractual obligations expressly undertaken herein, the City fully preserves its sovereign immunity.

10.5 This Agreement sets forth the entire understanding and agreement between the Parties regarding the subject matter hereof, supersedes all prior oral or written understandings and agreements regarding the subject matter hereof, and may only be modified in writing signed by all Parties hereto.

10.6 The City understands that it may be one of multiple plaintiffs represented by the Law Firms in the opioid litigation. The City consents to such representation and waives any potential conflict that might arise from such representation, except as prohibited by City Resolution No. 04-55. The City further understands the effect of joint representation on attorney-client confidentiality. Except as otherwise provided by Florida law with respect to the City, attorney-client communications are privileged and are protected against disclosure to a third party. By entering into this Agreement, except as otherwise provided by the Rules of Professional Conduct of the Florida Bar, the City waives any right it may have to require the Law Firms to disclose to the City any confidences the Law Firms have obtained from any other plaintiff in connection with similar litigation.

10.7 The City, acting by and through its City Auditor or the City Auditor's designee or an auditor hired by the City (individually or collectively, "City Auditor"), shall have the right to audit the books and records of Law Firms pertinent to the litigation costs and expenses allocated to the City. The Law Firms shall preserve and make available, at reasonable times for examination and audit by the City Auditor, all financial records, supporting documents, and other documents pertinent to the litigation costs and expenses for a period of three (3) years after expiration or termination of this Agreement or for the period required by Florida law and Florida public records retention schedules, whichever is longer, or, if any audit has been initiated and audit findings have not been resolved at the end of the three years or the period required by Florida law and Florida public records retention schedules, whichever is longer, such books and records shall be retained until resolution of the audit findings or the period required by Florida law and Florida public records retention schedules, whichever is longer. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

10.8 The City authorizes the Law Firms to pursue the Litigation and prepare, sign, and file all pleadings. The Law Firms are also authorized and empowered to act as the City's negotiator in any and all negotiations concerning the Litigation. To be clear, all decisions regarding final resolution of the Litigation, including settlement, are within the sole power of the City. The Law Firms will take no action to settle the City's claim(s) without prior express written approval of the City (acting through the Board).

10.9 This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same agreement.

10.10 Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

LAW FIRMS:

Kopelowitz Ostrow Ferguson Weiselberg Gilbert Haliczzer Pettis & Schwamm, P.A.

By: _____
Robert C. Gilbert

By: _____
Eugene K. Pettis

Morgan & Morgan, P.A.

By: _____
James D. Young

Lieff Cabraser Heimann & Bernstein

Robbins Geller Rudman & Dowd LLP

By: _____
Elizabeth Cabraser

By: _____
Paul Geller

CITY OF FORT LAUDERDALE

By: _____
Alain E. Boileau
Interim City Attorney

DATE

EXHIBIT A
PUBLIC RECORDS

To the extent the Law Firms are acting on behalf of the City as stated in Section 119.0701, Florida Statutes, the Law Firms shall:

- a) Keep and maintain public records required by the City to perform the services under this Agreement;
- b) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to the City; and
- d) Upon completion or termination of this Agreement, transfer to the City, at no cost, all public records in possession of the Law Firms and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City upon request in a format that is compatible with the information technology systems of the City.

The failure of the Law Firms to comply with the provisions of this Exhibit shall constitute a material breach of this Agreement entitling the City to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to the City, who will be responsible for responding to any such public records requests. The Law Firms will provide any requested records to the City to enable the City to timely respond to the public records request.

IF THE LAW FIRMS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LAW FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.