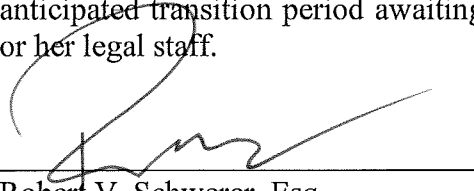


CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

M E M O R A N D U M

TO: Fort Pierce Mayor and Commissioners (*via email*)
FROM: Robert V. Schwerer, City Attorney
SUBJECT: First Addendum to Agreement for Interim Legal Services
DATE: January 13, 2016

Please find attached for approval by the Commission a First Addendum to Agreement for Interim Legal Services in order to provide for continuous legal representation during the anticipated transition period awaiting the appointment of the new City Attorney and his or her legal staff.



Robert V. Schwerer, Esq.
City Attorney

/mlp

Attachment

cc: Nicholas Mimms, City Manager (*via email*)
James T. Walker, Assistant City Attorney (*via email*)
Steven R. McCain, Assistant City Attorney (*via email*)
Karen Emerson, Assistant City Attorney (*via email*)

FIRST ADDENDUM TO
AGREEMENT FOR INTERIM LEGAL SERVICES

THIS ADDENDUM is entered into by and between the CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation (the "City") and ROBERT V. SCHWERER, as City Attorney, and the law firm of HAYSKAR, WALKER, SCHWERER, DUNDAS & MCCAIN, P.A. (collectively the "Firm") effective as of the date stated below.

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement for Interim Legal Services ("Agreement") effective as of November 2, 2015 for an initial period of ninety (90) days, which Agreement provided for an extension beyond such term by mutual consent; and

WHEREAS, the City believes that it is in the best interest of the City to have its interim legal services extended in order that the City can continue with competent and continuous legal representation during the anticipated transition period for the new City Attorney to be selected along with his or her legal staff; and

WHEREAS, the Firm is willing to continue and extend its legal representation of the City in order to provide for a smooth and orderly transition in the delivery of legal services as provided by the City Charter and general law.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and the Firm do mutually agree as follows:

1. **TERM OF AGREEMENT.**

The term of the Agreement for Interim Legal Services shall continue and remain in effect unless sooner terminated by either party upon sixty (60) days written notice.

2. **EFFECTIVE DATE.**

This extension will become effective upon expiration of the current agreement for Interim Legal Services and continue for the period set forth above.

3. The terms and conditions of the Agreement shall remain in effect except as modified herein.

CITY OF FORT PIERCE, FLORIDA

Date

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Sworn and subscribed before me this _____ day of January 2015 by Linda Hudson,
Mayor of the City of Fort Pierce, who is personally known to me or who has produced
_____ as identification.

Notary Public, State of Florida
My Commission Expires:

HAYSKAR, WALKER, SCHWERER,
DUNDAS & MCCAIN, P.A.

Date

1/13/16

Robert V. Schwerer, City Attorney and
Managing Partner

STATE OF FLORIDA
COUNTY OF ST. LUCIE

Sworn and subscribed before me this 13th day of January 2015 by Robert V.
Schwerer, as City Attorney and Managing Partner of Hayskar, Walker, Schwerer, Dundas &
McCain, P.A., who is personally known to me or who has produced
_____ as identification.

Mary Lou Piro

Notary Public, State of Florida
My Commission Expires:

