

AGREEMENT FOR
CONTINUING LEGAL SERVICES

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

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement for Interim Legal Services effective as of November 2, 2015, which Agreement provided for the terms and conditions on which the Firm would provide interim legal services while the City pursued creation of its in-house Legal Department; and

WHEREAS, said agreement was extended by way of a First Addendum to Agreement for Interim Legal Services; and

WHEREAS, the City has hired a new in-house City attorney and staff who will assume primary responsibility for the delivery of legal services to the City; and

WHEREAS, the Firm will no longer be providing such services but will continue to handle certain litigation cases currently pending (Hollander v. City of Fort Pierce, Treasure Coast Marina, LC v. City of Fort Pierce, City of Fort Pierce v. Petroleum Marine Consultants, LLC) and other matters upon request of the City, to further include serving as counsel to the Retirement Board; and

WHEREAS, this Continuing Legal Services Agreement ("Agreement") will set out the terms and conditions of the legal services to be rendered by the Firm to the City.

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.

This Agreement shall ensure the orderly continuation of the litigation services provided on referenced cases and shall remain in full force and effect until such time as the Agreement is terminated as provided for herein or modified by mutual consent of both parties.

2. SCOPE OF REPRESENTATION.

The Firm has agreed to continue its representation of the City and handling of certain litigation and claims cases currently pending as referred or agreed to by the City through the City Attorney's Office and such other matters as the City requests provided that the case or matter is within the Firm's ability to handle. In addition, the Firm shall also continue to provide legal services to the Retirement Board as its legal advisor and will assign James T. Walker, Esq. as the primary responsible Firm attorney for such services to the Retirement Board.

3. FEES AND PAYMENT OF SERVICES.

The Firm shall charge the City the following rates for attorney and paralegal work for handling of litigation cases and claims assigned to the Firm by the City, but excluding non-litigation matters pertaining to the Retirement Board, the following: (a) Attorneys at \$165.00 per hour; and (b) Paralegals/Legal Assistants at \$75.00 per hour. For non-litigation matters pertaining to serving as legal counsel to the Retirement Board, the Firm shall continue to charge the current rate for Attorney time at \$135.00 per hour and \$65.00 per hour for Paralegal/Legal Assistants. Invoices for legal services and paralegal work shall detail each entry by date, attorney or paralegal/legal assistant, amount of time expended, and description of the work performed. In the event legal services requested by the City include issuing bond counselor's services, or other services pursuant to public finance matters and additional special services as requested by the City, such services may be paid at a flat rate agreed to at the time the supplemental services are required.

The City shall pay and reimburse the Firm for the reasonable costs and expenses related to the cases or matters handled, including, but not limited to, court costs, litigation expenses (including deposition expenses, costs of transcripts, and court reporter's fees), postage, copying costs, approved travel expenses, and approved expert witness costs and fees. The Firm shall invoice the City each month for legal services rendered and costs expended on behalf of the City, and the City agrees to pay the invoice(s) within thirty (30) days.

4. INSURANCE.

The Firm will maintain its current malpractice coverage for all attorneys and other employees of the Firm when performing legal services for the City and provide the City Attorney, upon request, with evidence of such coverages.

5. ASSIGNMENT.

The Firm shall not assign, or transfer its rights, title or interest in this Agreement nor shall the Firm delegate any of the duties and obligations undertaken by the Firm without the approval of the City through the City Attorney.

6. TERMINATION.

This Agreement may be terminated by either party upon thirty (30) days' notice of termination.

CITY OF FORT PIERCE, FLORIDA

ATTEST:

Linda Hudson, Mayor

Linda Cox, City Clerk

Date: _____

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

Robert V. Schwerer, Managing Shareholder

Date: _____

AFFIRMED AS TO FORM AND CORRECTNESS:

James M. Messer, Esq., City Attorney