

## CONTRACT FOR LEGAL SERVICES

The City of Fort Pierce, a Florida Municipal Corporation, ("Client") retains the Law Firm of OLDS & STEPHENS, P.A., ("the Firm") to represent the CLIENT in Saint Lucie County, Florida, in the matter of arbitration between: Coastal Florida Police Benevolent Association, ("Union") and City of Fort Pierce Police Department, ("City") regarding: Termination of Sergeant Brian McNaught.

**IN CONSIDERATION** of the services rendered and to be rendered by the FIRM, CLIENT hereby agrees as follows:

- 1. HOURLY RATE:** Client will be billed at the rate of \$155.00 per hour for attorneys and \$95.00 per hour for paralegals.
- 2. COSTS:** Client agrees to pay the necessary expenses and disbursements separately as these expenses and disbursements are incurred by the Firm. The expenses and disbursements may include, but shall not be limited to, fees for private investigators, expert witnesses, court reporter transcripts, travel expenses, research, and any and all other expenses that the Firm considers reasonable and necessary for the proper defense and/or prosecution in this action.
- 3. FEES:** Client acknowledges that Firm's compensation is based upon, among other factors, the time and labor involved, the novelty or difficulty of questions presented, the results obtained, time limitations imposed by this representation, and the reputation, experience and ability of Firm in performing this type of service. No maximum fee has been quoted and it is impossible to determine in advance how much time will be needed.

4. **PAYMENT:** Client shall pay each bill within 30 days of the date issued. The Client will be billed on a monthly basis for the fees and costs incurred in this matter.
5. **WITHDRAWAL:** The Firm may withdraw from this representation if the Client does not make payments required by this Agreement, if it has misrepresented or failed to disclose material facts to the Firm, or if it fails to follow the Firm's advice. In any of these events, the Client will execute such necessary documents to permit the Firm to withdraw. The Firm's failure to withdraw after the occurrence of any of the foregoing events, will not limit its right to withdraw after the occurrence of any other event that would permit withdrawal.
6. **DISPUTES:** In the event it is necessary to institute legal proceedings to collect the Firm's fees and costs or to otherwise litigate issues arising under this Agreement, the Firm will be entitled to collect its reasonable attorneys' fees and costs from the Client, even if the Firm chooses to represent itself. The Client and the Firm do hereby agree and consent that the courts situated in Saint Lucie County, Florida, shall have exclusive jurisdiction to adjudicate any claim, dispute, or controversy of any nature and of any kind arising under, pertaining to, or in any way relating to this Agreement, including without limitation, all issues concerning conditions, formation, prior negotiations, performance, validity, and enforceability. This mandatory exclusive jurisdiction provision also applies to all potential disputes involving or relating to any service provider relied upon or retained under


section four (4) of this Agreement. The Client expressly consents to the jurisdiction of the appropriate state court situated in Saint Lucie County, Florida, forsaking and waiving all other venues and jurisdictions.

7. Client acknowledges that the Firm has made no promises to Client as to the outcome of the case except that the Firm has promised to render its best professional skill.

DATED this 27<sup>th</sup> day of October, 2017.

Firm  
Olds & Stephens, P.A.

Client  
The City of Fort Pierce

BY:   
Don Stephens, Esq.  
Shareholder

BY:   
TITLE: City Attorney