

**CITY OF BUNNELL/CITY ATTORNEY
CONTRACT FOR LEGAL SERVICES AS CITY ATTORNEY**

THIS AGREEMENT is made and entered into this 28th day of October, 2013, by and between the CITY OF BUNNELL, FLORIDA, hereinafter the "City," and Vose Law Firm LLP, hereinafter referred to as the "City Attorney."

WITNESSETH

WHEREAS, the City Attorney is a law firm made up of attorneys who are duly licensed, authorized and admitted to practice the profession of law in the State of Florida; and

WHEREAS, the City is a Florida municipality in need of legal services in order to serve the public and provide quality municipal governance; and

WHEREAS, the City desired to retain the City Attorney to provide legal services as City Attorney for the City; and

WHEREAS, the *City Charter of the City of Bunnell* requires that the City engage the City Attorney by contract; and

WHEREAS, the City desires to assign the duties of legal officer of the City to the City Attorney; and

WHEREAS, the City Attorney has agreed to serve in such capacity for the City and perform the duties of legal officer of the City,

NOW, THEREFORE, in consideration of the foregoing, and the premises and the promises, covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties the City and the City Attorney agree as follows:

1. The City Attorney shall represent the City in all of its legal matters and serve the City as its chief legal officer as is normative for the position of City Attorney in a Florida municipal government. The City Attorney has been selected by and shall serve under the City Commission as set forth in Section 3.01D of the *City Charter of the City of Bunnell*.

2. Should the City Attorney have an unavoidable conflict (none of which are anticipated), the City Attorney shall assist the City in retaining appropriate legal counsel for the matter in which the conflict exists.

3. The City Attorney shall provide for the prosecution and defense of legal causes in behalf of the City and provide legal services to the City Commission, the City Manager, City departments and City boards commissions, committees and agencies. The City Attorney shall attend all City Commission meetings and, as needed, workshops and other meetings of the City and its boards, commissions, committees and agencies. The City Attorney shall perform such other professional duties as may be required by ordinance, resolution or motion of the City Commission or as are prescribed for city attorneys under Federal and State laws. The City Attorney shall assist the City Commission in its development of policy, but shall not engage in policy matters in his own accord. The City Attorney shall address individual legal inquiries of all members of the City Commission, but shall serve the City Commission as a corporate body and the local governing body of the City under controlling Florida law. The City Attorney shall take such action, under his discretion and under controlling law, to provide the City with appropriate legal guidance and appropriate response to legal inquiries.

4. The City Attorney has been appointed by the City Commission as set forth in Section 3.01D of the *City Charter of the City of Bunnell* and may be terminated with or without cause by a majority of the membership of the City Commission.

5. The attorneys providing services on behalf of the City Attorney shall be members in good standing of The Florida Bar. The City Attorney may cause its partners and associates to assist the City, as needed, but all such assistance shall be provided under the supervision of the City Attorney and only by attorneys who are a member in good standing of The Florida Bar.

6. The City Attorney shall develop a City Attorney's part of the City's Web site in order to assist the City and the citizens of the City, but shall not serve as a legal representative of the general public. The City Attorney shall schedule as appropriate legal workshops for the City and its boards, commissions, committees and agencies to discuss pending City legal issues and to provide for adequate training for the members of such bodies and City staff to ensure, to the maximum extent practicable, a high quality and high functioning municipal government for the City. The City Attorney is encouraged to be involved in local events and activities, but shall not be involved in City political campaigns.

7. The City Attorney shall be compensated at the monthly rate of \$7,000.00, that will be paid by the City in accordance with its normative processes and procedures. This compensation shall cover all general and litigation legal services, and there shall be no additional charges for travel time or travel expenses. With regard to other expenses, the City Attorney shall transmit invoices in the name of the City for services

such as court reporter services, filing fees, delivery fees, etc., to the City for payment in accordance with its normative processes and procedures.

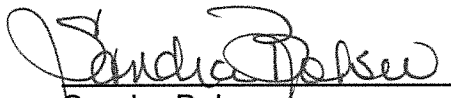
8. The office expenses and procurement of legal materials of the City Attorney shall be borne by the City Attorney unless the City requires specific and specialized material solely for the use of the City which, in such event, shall be specifically listed on an invoice.

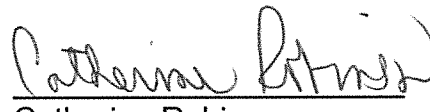
9. The City Attorney shall take all actions that reflect highly upon the City and shall act in a manner that advances the City and its programs, projects and activities.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

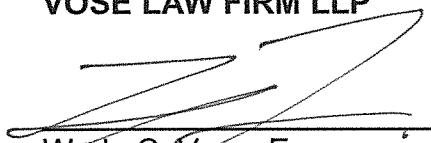
ATTEST:

CITY OF BUNNELL


Sandra Bolser
City Clerk


Catherine Robinson
Mayor

VOSE LAW FIRM LLP


Wade C. Vose, Esq.