

**FIRST ADDENDUM
TO AGREEMENT FOR LEGAL SERVICES**

THIS FIRST ADDENDUM TO AGREEMENT FOR LEGAL SERVICES by and between the **City of Palm Coast, a Florida Municipal Corporation** ("City") and **Brown, Garganese, Weiss & D'Agresta, P.A., a Florida Professional Association**, ("City Attorney") is entered into this ____ day of July, 2009.

Whereas, the City Attorney currently serves as the City's City Attorney in accordance with that certain Agreement for Legal Services, approved by the city council on January 15, 2008 ("Agreement"); and

Whereas, the City Attorney and the City desire to modify the terms and conditions of that Agreement as follows:

Section 1. Effective Date. This First Addendum shall be effective for legal services commencing on August 1, 2009.

Section 2. Modification. Paragraph 3.0 (A)(1) of the Agreement is modified to read as follows:

City Attorney shall be compensated as follows:

a. Annual Retainer.

The City shall pay City Attorney an annual retainer equal to Two Hundred Seventy Thousand Dollars (\$270,000.00). The retainer will include services provided by the attorneys and paralegals employed by the City Attorney. The retainer will be paid in twelve (12) equal monthly installments of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00). Under the retainer, the City Attorney will provide unlimited non-litigation/non-adversarial related legal services including travel to and from the City of Palm Coast. However, the retainer shall exclude litigation and other adversarial proceedings, legal opinions related to bonds and other indebtedness transactions, special counsel work assigned to other attorneys for specialized matters such as pensions, worker's compensation claims, and bond offerings, and matters in which the City Attorney has a conflict of interest under the Florida Bar Rules.

The City Attorney will continue to provide an itemized monthly invoice for attorney and paralegal time billed under the retainer for information purposes only so the City and City Attorney can re-evaluate the appropriateness of the amount of the retainer from time-to-time.

b. Litigation Services and Non-Retainer Services

Legal services provided for litigation and adversarial proceedings shall be billed at an hourly rate of \$150.00 per hour for attorneys and \$ 75.00 per hour for paralegals. These matters include proceedings before state and federal courts, administrative law judges, hearing officers,

arbitration, mediation, EEOC, or other dispute resolution proceedings. Automobile travel to and from any proceeding will be billed at a flat \$150.00.

c. Bond and Indebtedness Transactions.

Regarding legal services provided by the City Attorney with respect to the issuance of bonds or other indebtedness in which the City Attorney is required to issue a formal written legal opinion, City Attorney shall be compensated as part of the cost of issuance and in the same manner as special bond counsel. The fees will be discussed with the city manager and agreed upon prior to the rendering of services in this regard.

d. Out-of-Pocket Expenses.

City Attorney's actual out-of-pocket expenses incurred in performing legal services under Agreement, such as copying and approximated Westlaw charges, recording fees, exhibits, real estate title insurance and appraisal work, hotels, airfare, and other outside expert service fees, will continue to be invoiced as a pass through expense and paid separately by the City in accordance with the Agreement.

Section 3. Other Terms of Agreement Not Affected. All other terms of the Agreement which are not modified by this First Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this First Addendum on the date set forth below.

ATTEST

CITY OF PALM COAST, FLORIDA

City Clerk

By: _____
Jim Landon, City Manager

DATE APPROVED BY CITY COUNCIL: _____

BROWN, GARGANESE, WEISS & D'AGRESTA, P.A.

By: _____
Anthony A. Garganese, President and Managing Shareholder