

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, made and entered into effective \_\_\_\_\_, 2009, by and between the City of Naples, Florida (City) and Allen, Norton & Blue, P.A. (Law Firm).

### WITNESSETH:

WHEREAS, the City desires to retain the services of the Law Firm in connection with labor negotiations, and

WHEREAS, the Law Firm has been selected to represent the City's interests in this matter;

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, the City and the Law Firm agree as follows:

1. The City, through its Legal Department, engages the Law Firm, to provide legal representation to the City, and to provide the services set forth in this Agreement. The Law Firm agrees to render the legal services set forth in this Agreement in a timely, professional and competent manner.
2. The services to be rendered under this Agreement are as follows:
  - a. Representation of the City's interests with regard to an impasse in labor negotiations;
  - b. Advice and counsel as to advisable and appropriate courses of action and courses of conduct throughout the process.
  - c. Services related to the foregoing and any other generalized labor negotiations.
3. Wayne L. Helsby will be the responsible attorney. Other attorneys and staff may perform services on these matters, provided that there is no double billing.
4. The billing rates for attorneys will be \$245.00 per hour. These rates will not be increased during the term of this contract without approval of the City.
5. The City will pay reasonable costs and out-of-pocket expenses, including reasonable and necessary expenses for travel (coach, if by air; mileage at .31 cents per mile), copying, long-distance telephone, computer research, advanced filing fees, and other actual out-of-pocket expenses if reasonable and necessary.
6. The Law Firm will send a billing not more often than monthly, nor less often than bi-monthly, showing the correct amount of time for each person who renders billable services, the hourly rate and the amount of fees for the services. Clerical

services are deemed to be overhead and not billable. The billing will also itemize the expenses. The City will pay upon correct billings at its next billing cycle, not to exceed forty-five (45) days.

7. The City of Naples is a governmental entity, funded by taxes. Accordingly, the Law Firm agrees to endeavor to employ cost-saving measures, including the use of the City's offices and personnel where practicable, use of legal assistants, and similar cost-saving devices.
8. For the duration of this Agreement the Law Firm will not accept or represent clients in matters adverse to the City without prior authorization.
9. This Agreement is terminable by either party upon fifteen (15) days' written notice by one to the other. As long as the Law Firm is not in breach of this Agreement, the City will pay the Law Firm for all services rendered to the date of the receipt of the notice of termination. The Law Firm will not terminate the Agreement at such a time or in such a manner that the rights of the City in any proceeding will be prejudiced.

IN WITNESS WHEREOF, the parties have signed this Agreement as the date and year written above.

CITY OF NAPLES, FLORIDA

\_\_\_\_\_  
Witness:

By: \_\_\_\_\_

ALLEN, NORTON & BLUE, P.A.

*Kimberly Mayson*  
\_\_\_\_\_  
Witness:

By: *Wayne L. Helsby 5/5/09*  
\_\_\_\_\_  
Wayne L. Helsby