

## **AGREEMENT**

This Agreement is made and entered by and between the City of Alachua ("City"), and Robert A. Rush, P.A. d/b/a the law office of Rush & Glassman ("Law Firm").

### **R E C I T A L S**

**WHEREAS**, the City is engaged in the governing of the City of Alachua official business and maintains its primary business premises at City Hall, located at 15100 N.W. 142<sup>nd</sup> Terrace, Alachua, Florida 32615;

**WHEREAS**, the City has had ongoing relationship with the Law Firm to provide it a variety of legal services, including the designated City Attorney since June of 2008;

**WHEREAS**, the City wishes to continue its relationship with the Law Firm; and

**WHEREAS**, the Law Firm wishes to continue its relationship with the City;

**THEREFORE, FOR THE REASONS SET FORTH HEREIN**, and in consideration of the mutual covenants and promises set forth below, City and Law Firm agree, as follows:

1. **RECITALS.** The Recitals above are true and correct and incorporated as substantive portions of the Agreement.

2. **RETENTION OF LAW FIRM.** The City agrees to continue to retain the Law Firm to provide legal services to the City of Alachua and the Law Firm accepts and agrees to continue to provide legal services to the City in accordance with the terms of this Agreement. The Law Firm will provide those services and receive compensation pursuant to a monthly retainer of Ten Thousand Dollars, or an hourly basis at the rates set forth on attached Exhibit "A," or on a contingency basis as set forth on attached Exhibit "A," as more specifically stated below.

**3. DESIGNATION OF CITY ATTORNEY.** Marian B. Rush is designated as the attorney in the Law Firm to continue as the City Attorney. In the event there is a meeting which the City Manager or City Commission for the City of Alachua (“Commission”) wishes Marian B. Rush to attend as City Attorney and she is unable to do so, another attorney from the Law Firm may attend as “acting assistant City Attorney.”

**4. SPECIFIC DUTIES AND COMPENSATION.** Law Firm shall serve at the direction of the Commission or City Manager and shall be assigned tasks in order to provide legal counsel to the City. The tasks shall be divided into the following categories:

a) *Retainer services* include, but are not limited to, attending City Commission Meetings, Planning and Zoning Board Meetings, Downtown Redevelopment Trust Board Meetings, and other meetings or workshops as the Commission or City Manager may request the City Attorney to attend; reviewing, drafting or researching ordinances and resolutions, as requested; reviewing or drafting or researching contracts, as requested; interacting with the City Manager, as requested; interacting with and responding to inquiries from staff, as requested and authorized by the City Manager; and interacting with outside third parties in connection with providing legal services to the City as requested;

b) *Hourly services*: All legal services being billed at an hourly rate shall be performed in conformance with the purchasing section of the City of Alachua Code of Ordinances and such regulations as the City Commission may from time to time prescribe (Sec. 4.03(i), City Charter).

i. *Hourly non-litigation services* include, but are not limited to, responding to inquiries from public bodies, including but not limited to the State

Attorney's office, the Attorney General's office, and the Florida Department of Law Enforcement; providing opinion letters for various purposes, including in connection with bond offerings; responding to more than four public records requests in any one month unless the requestor has provided compensation as allowed for by law; or any other special project requiring extensive amounts of time, such as handling the substantial revision and codification of the Land Development Regulations.

i.i. *Hourly litigation services:* It is understood that the hourly fee set forth on Exhibit "A" represents a significant discount from the rates normally charged by the Law Firm. Therefore, in consideration of these reduced rates, the City Manager or City Commission is authorized to refer work to the Law Firm. The Law Firm may handle litigation matters, including administrative issues which are not covered by insurance. Marian B. Rush may be lead counsel on any City litigation matter handled by the Law Firm, unless she directs it to another attorney in the Law Firm as authorized by the Commission. In addition, if the City and Law Firm believe an attorney who is a specialist in a specific field of law which is outside the expertise of the Law Firm, the matter may be referred to another attorney with such specialization as authorized by the Commission. The City Attorney may be designated as co-counsel in any matter in order to provide consistency and efficient handling of the case, as may be directed by the Commission. In any matter in which the Law Firm is not directly handling the litigation, including any matters being handled through an insurance company,

Marian B. Rush may be the City's representative, and contact and oversee outside counsel in regard to the case as may be directed by the Commission.

c) *Contingency fee service* will apply in representing forfeitures undertaken by the City of Alachua Police Department.

5. **COSTS/BILLING.** The City shall also be responsible for paying costs incurred by the Law Firm, including, but not limited to, photocopies, filing fees, deposition attendance and transcription fees, overnight courier fees, computerized legal research charges, long distance phone charges. All costs will be billed at their actual amount without any mark up. The Law Firm will invoice the City on a monthly basis for the retainer amount. Any services not included in the retainer will be invoiced separately. Payment is due from the City upon receipt of any invoices.

6. **EFFECTIVE DATE AND DURATION OF AGREEMENT.** The terms of this Agreement shall be effective from October 1, 2012, through and including September 30, 2015. This Agreement may be terminated by either City or Law Firm upon 30 days written notice to the other.

7. **COMPENSATION; REIMBURSEMENT.** City shall pay Law Firm the sum of Ten Thousand Dollars per month for those legal services set forth under "retainer services" above. Any legal services being provided by Law Firm to City at an hourly billing rate will be billed to the City monthly in accordance with attached Exhibit "A."

8. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The City and Law Firm acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and

delivery of it other than the representations specifically set forth herein, and each party acknowledges that they have relied on their own judgment in entering into the Agreement.

**9. INDEPENDENT CONTRACTOR.** At all times material to this Agreement and any extensions, renewal and Amendments thereto, Marian B. Rush and the Law Firm have always acted as independent contractors and at no time have they been employees of the City.

**10. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

**11. GOVERNING LAW.** This Agreement and performance hereunder shall be construed in accordance with the laws of the State of Florida and venue shall lie in Alachua County, Florida.

**12. BINDING EFFECT OF AGREEMENT.** This Agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors, and assigns.

Executed this 11 day of 2012, 2012.

**City of Alachua ("City")**

By:   
Gib Coerper, Mayor

**Robert A. Rush, P.A.  
d/b/a Rush and Glassman ("Law Firm")**

By:   
Robert A. Rush, President

**Exhibit "A"**  
(September 2012)

- (a) Hourly rates shall be as follows:

Robert A. Rush	\$175.00 per hour
Marian B. Rush	\$175.00 per hour
Daniel J. Glassman	\$165.00 per hour
Beth M. Coleman (Contract)	\$165.00 per hour
Nick G. Zissimopoulos	\$140.00 per hour
Jacob A. Rush	\$140.00 per hour
Emily A. Snider	\$140.00 per hour
Law Clerks	\$ 65.00 per hour
Investigator(s)	\$ 65.00 per hour
Angela Keen	\$ 60.00 per hour
Elizabeth Sheneman	\$ 60.00 per hour
Deborah Skinner	\$ 60.00 per hour
Mae Shields	\$ 60.00 per hour
Margie Milman	\$ 60.00 per hour

- (b) Consulting work with Attorney Rick Davis shall be billed separately by him at a rate of \$175.00 per hour.
- (c) Rush & Glassman will handle all police forfeiture work at a contingency fee of 33% of any actual recovery, or as otherwise allowed by law, so that the City does not pay any attorneys fees unless the City prevails in the forfeiture action.