

INTERIM CITY ATTORNEY CONTRACT

THIS INTERIM CITY ATTORNEY CONTRACT is hereby made and entered into this the 15th day of May, 2011, by and between the City of Pensacola, Florida, a municipal corporation, hereinafter referred to as "City," by and through its Mayor, Ashton J. Hayward, III and the Messer Law Firm, P.A., hereinafter referred to as the "Interim City Attorney," with principal offices and place of business at 125 S. Alcaniz Street, Suite 1, Pensacola, Florida 32502.

PURPOSE AND INTENT OF INTERIM CITY ATTORNEY CONTRACT

The Mayor, on behalf of the City, intends to retain the services of the Messer Law Firm, P.A., to serve as an independent contractor with the Mayor and City Council to provide the services of the City Attorney set forth in Section 5.03 of the City Charter, with all rights and responsibilities conferred therein by applicable provisions of the Pensacola City Code of Ordinances. The position of Interim City Attorney is intended to fulfill the obligations of the office until such time as the position of City Attorney is filled by action of the Mayor and the City Council pursuant to the requirements of the City Charter.

SCOPE OF SERVICES

For the duration of this contract, the Messer Law Firm, P.A. shall provide legal services as reasonable, necessary and appropriate to discharge the function of the City Attorney, and shall serve as the Chief Legal Advisor to and shall represent all elected and appointed officials, boards and commissions, and employees in the course and scope of their official duties or employment. The Messer Law Firm shall also represent the City in legal proceedings and shall perform any other duties prescribed by state law, by the City Charter, or by ordinance or resolution. The authority conferred by the City Charter and by this contract shall, with the consent of the Mayor, include the authority to discharge these rights and responsibilities through the retention of staff in the City Attorney's Office, including the employment of one or more Assistant City Attorneys and other professional and support staff, and to contract with outside counsel as may be necessary to discharge the full range of responsibilities of City Attorney conferred by the City Charter.

During the duration of this Agreement, the Messer Law Firm, P.A. shall cover all regularly scheduled City Council meetings and be present at City Hall a minimum of three days a week during normal business hours.

TERM OF AGREEMENT

This Agreement shall commence at 5:00 p.m., May 15, 2011, and shall continue thereafter until 5:00 p.m., December 15, 2011; however, this Interim City Attorney contract is an at will agreement and the Interim City Attorney shall serve at the complete discretion of the Mayor. The Mayor with concurrence of City Council may terminate this Agreement for convenience at any time upon written notification. The parties hereby designate the following information for the receipt of communications pertaining to termination of performance or any other subject pertaining to this Agreement:

For the City:

Office of the Mayor
222 W. Main Street
Pensacola, Florida 32502

For the Interim City Attorney

James Messer, Esquire
Messer Law Firm, P.A.
125 S. Alcaniz Street
Suite 1
Pensacola, Florida 32502

COMPENSATION

The Messer Law Firm, P.A. shall be compensated for services rendered by the payment of Ten Thousand Dollars (\$10,000) per month or prorated portion thereof. A statement shall be presented to the City by the 25th of each month as a claim for compensation for that month. In addition, the City shall provide such equipment, facilities and support as the Mayor shall determine to be reasonable and necessary, in order to facilitate achieving the objective of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Further, the parties stipulate that the venue for any action or proceeding related to this Agreement will be in the County of Escambia, State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate and sealed the day and year first above written.

CITY OF PENSACOLA,
a municipal corporation

By: _____
Ashton J. Hayward, III
Mayor

ATTEST:

City Clerk (Seal)