

FOURTH AMENDMENT TO CITY ATTORNEY AGREEMENT

This Fourth Amendment to City Attorney Agreement (the “Agreement”) is made and entered into by and between THE CITY OF VENICE, FLORIDA (the “City”) and KELLY M. FERNANDEZ (the “City Attorney”) for the purposes of memorializing in writing the following modifications to the City Attorney Agreement dated February 12, 2013 (the “Initial Agreement”), as subsequently amended:

1. Paragraph 2 of the Initial Agreement, as amended, is hereby amended as follows:

Compensation. The City Attorney shall perform all duties and responsibilities of the office of City Attorney for the yearly compensation of ~~\$293,565.05~~~~\$289,226.65~~ (the “retainer”), payable in arrears in monthly installments ~~with the first payment to be made April 1, 2013.~~ These duties and responsibilities shall include those services identified in Exhibit 1 and shall not include litigation, labor, bond work, specialized real estate matters, pension issues, Federal Aviation Authority matters or other specialized legal services beyond those matters generally and usually associated with the office of the City Attorney for a local government. If the City Attorney or her firm undertakes representation of the City on any matter not covered by the retainer, the following billable rate schedule shall apply unless otherwise mutually agreed in writing: he and his firm shall be compensated at the rate of \$220.00 per hour.

<u>Partners</u>	<u>\$225/hr</u>
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<u>Associates</u>	<u>\$200/hr</u>
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<u>Paralegal</u>	<u>\$100/hr</u>
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Beginning on October 1, 2020, and each October 1 thereafter, the retainer and billable rate schedule shall be adjusted by the Consumer Price Index (“CPI”) as determined by the Bureau of Labor Statistics Southeastern Regional Office the preceding February.

2. Paragraph 6 of the Initial Agreement, as amended, shall be struck in its entirety:

~~Any future mutually agreed upon modifications to the rates and fees under this Agreement will be effective without the necessity of amending this Agreement.~~

3. This Fourth Amendment shall modify and supplement the Initial Contract, the First Amendment dated August 27, 2013, the Second Amendment dated September 9, 2014, and the Third Amendment dated July 10, 2018, to include and fully incorporate the revisions identified in paragraphs 1 and 2, above, within such agreements. Except to the extent herein amended, the Initial Contract between the parties and all subsequent amendments shall remain binding and in full force and effect.

4. If any provision of this Fourth Amendment is held to be unconstitutional, invalid, or unenforceable, the remainder of this Fourth Amendment, or portion thereof, shall be deemed to be severable and shall remain in full force and effect.

5. The parties agree that the terms of this Amendment shall be effective October 1, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to the City Attorney Agreement to be executed this _____ day of _____, 2019.

CITY OF VENICE

KELLY M. FERNANDEZ

By: _____
John Holic, Mayor

Kelly M. Fernandez

ATTEST:

Lori Stelzer, City Clerk