

AGREEMENT BETWEEN THE CITY OF MADEIRA BEACH AND TRASK DAIGNEAULT, LLP FOR CITY ATTORNEY SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2023, between the **CITY OF MADEIRA BEACH** ("CITY") and Thomas J. Trask, Esquire of **TRASK DAIGNEAULT, LLP** ("FIRM"). In consideration of the mutual promises and covenants set forth in this agreement, the parties agree as follows:

1. The CITY retains FIRM to perform all the services of the City Attorney as set forth in the Charter and Ordinances of the CITY and in this Agreement.

2. FIRM shall be paid a monthly retainer of \$7,500.00 for the first 40 hours of billable retainer time to perform the general work of the City Attorney. Any billable retainer time in excess of 40 hours will be billed at the hourly rate of \$225.00. Except as provided in the next paragraph, the general work of the City Attorney shall include all duties of the City Attorney including, but not limited to, attending meetings of the Board of Commissioners, handling all inquiries from the Board of Commissioners and CITY staff, conducting necessary research, preparing opinions, reviewing and drafting ordinances, resolutions and contracts. It is the intent of this agreement that all services performed by FIRM for the CITY as the City Attorney shall be compensated by the retainer except for those services set forth in paragraph 3 of this agreement.

3. Matters billable separately and not included within retainer.

a. For the following services, which are separate and distinct from the services performed under the retainer, FIRM shall be compensated at the rate of \$225.00 per hour for attorney services and \$90.00 per hour for paralegal services:

i. **Litigation services.** Litigation services is defined as the representation of the CITY or CITY employees or boards in any mediation, arbitration, administrative, civil, criminal, judicial or quasi-judicial proceeding (excluding quasi-judicial proceedings conducted by the Board of Commissioners). Litigation services include any pre-suit mediation or arbitration and time expended in an effort to avoid litigation, and processing administrative fine or lien settlement requests.

ii. **Attendance at meetings of CITY boards and committees** (other than the Board of Commissioners) and necessary legal services in support of those boards and committees, including special magistrate hearings.

iii. **Real estate services.**

iv. **Collective bargaining negotiations.**

v. **Special projects or ordinances.** A special project or ordinance is a complex and complicated matter requiring extensive time, involvement, research, preparation and review by FIRM. The negotiation and preparation of Development Agreements shall be considered a special project. Special projects or ordinances must be approved by the Board of Commissioners.

vi. Bond and bank loan opinions. Bond and bank loan opinions shall be billed separately on a set fee basis based on the size of the loan or bond issuance.

vii. Travel for services outside of those to be provided under the retainer.

4. The CITY shall pay all costs incurred or advanced by FIRM in representing the CITY pursuant to this Agreement. Such costs include, but are not limited to, court filing fees, deposition charges, court reporter fees, witness fees, expert witness fees, photocopying charges, postage, courier charges, computer research fees, and other out-of-pocket costs.

5. The CITY understands that there may be legal matters, including matters which would otherwise be covered under the retainer, which are beyond the expertise of FIRM and that it is in the best interest of the CITY that such matters be handled by an attorney with the appropriate expertise and qualifications. If there is any legal matter, including matters which would otherwise be included under the retainer, which FIRM believes is outside the expertise of FIRM, FIRM, with consent from the Board of Commissioners, may refer that matter to an attorney with specialized expertise in the appropriate area of the law, and the CITY shall be responsible for compensating such attorney for his or her fees and costs.

6. FIRM will bill the CITY on a monthly basis for all legal fees under this Agreement, and the CITY shall pay these invoices in accordance with the Prompt Payment Act.

7. This Agreement is terminable by either party without cause on thirty (30) days written notice to the other party.

8. In the event the Board of Commissioners votes to terminate FIRM'S services under this Agreement, FIRM shall be entitled to be compensated according to the terms of this Agreement for all services rendered during the thirty-day notice period. Thereafter, FIRM shall be compensated for any continued legal services at the hourly rate of \$275.00 per hour for attorney services and \$125.00 per hour for paralegal services, plus out-of-pocket costs, for any continued legal representation of CITY, including retainer services.

9. All notices and communications required under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or by registered or certified mail to the following persons:

For the City: Robin Gomez, City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

For the Firm: Thomas J. Trask, Esquire
Trask Daigneault, LLP
1001 S. Ft. Harrison Ave, Suite 201
Clearwater, FL 33756

Either party may change the person or address to which notices and other communications are to be sent by giving written notice of the change in the manner specified in this paragraph.

10. This Agreement shall be effective as of October 1, 2023, and will continue for a period of three (3) years therefrom, unless terminated, renewed or extended by the parties.

The parties have caused this Agreement to be executed on the date set forth in the introductory paragraph.

CITY OF MADEIRA BEACH

By: _____
James "Jim" Rostek, Mayor

Attest: _____
Clara VanBlargan, City Clerk

TRASK DAIGNEAULT, LLP

By:  _____
Thomas J. Trask, Esquire