



T R A S K
D A I G N E A U L T
LLP
A T T O R N E Y S

THOMAS J. TRASK, B.C.S.*
JAY DAIGNEAULT, B.C.S.*
ERICA F. AUGELLO, B.C.S.*
RANDY D. MORA, B.C.S.*
ROBERT ESCHENFELDER, B.C.S.*
JEREMY SIMON
NANCY S. MEYER
DAVID PLATTE

** Board Certified by the Florida Bar in
City, County and Local Government Law*

April 13, 2021

Via e-mail to: mlecouris@ctsfl.us

Mark LeCouris, City Manager
City of Tarpon Springs
P. O. Box 5004
Tarpon Springs, FL 34688

Re: Agreement between The City of Tarpon Springs
and Trask Daigneault, LLP for City Attorney Services

Dear Mark:

The purpose of this letter is to remind you that the Agreement between the City and our law firm will expire on October 15, 2021. As you know, our law firm has represented the City of Tarpon Springs for the past 25 years. We obviously would like to continue in that role. We would, however, ask for the City to authorize an adjustment to the Agreement to address the changing needs of the City. In particular, we would propose that the City retainer be increased to \$7,500.00 per month for the first 45 hours of billable time under the retainer category. Any retainer time in excess of the 45 hours would be billed at the hourly rate of \$185.00 per hour. I have attached a spreadsheet showing the retainer billing history for the past year. You can see from that billing history that the City has needed more City Attorney involvement in City matters as well as presence at City meetings than in past years.

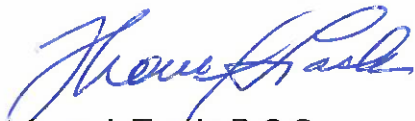
In addition, our law firm is asking for approval for an adjustment in the hourly rate to \$185.00 per hour in the first year of the new contract; \$195.00 per hour for the second year of the contract; and \$205.00 per hour in the third year of a new three-year contract. These adjustments are essential for our law firm to remain competitive and keep up with the day-to-day expenses associated with the cost of running our law firm. Our law firm currently has five (5) board certified attorneys, including myself, who are Board Certified by The Florida Bar in City, County and Local Government Law. As you will note from this rate adjustment, our firm's charges still remain highly competitive with other law firms that practice within our specialty as well as within the law profession. I would like to implement the new Agreement between the City and our law firm effective October 1, 2021.

Mark LeCouris, City Manager
City of Tarpon Springs
Re: Agreement for City Attorney Services
April 13, 2021
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I truly value the relationship that I've had with the City of Tarpon Springs and look forward to continuing as the City Attorney in a cost-efficient manner. If you need any further information to consider our request, please let me know.

Yours truly,

TRASK DAIGNEAULT, LLP



Thomas J. Trask, B.C.S.

TJT:kt

Enclosures: 2018 Agreement for City Attorney Services
Retainer Billing History

**AGREEMENT BETWEEN THE CITY OF TARPON SPRINGS AND
TRASK · DAIGNEAULT, LLP, FOR CITY ATTORNEY SERVICES**

THIS AGREEMENT is entered into this 16th day of October, 2018, between the City of Tarpon Springs ("City") and Trask · Daigneault, LLP ("the Firm"). In consideration of the mutual promises and covenants set forth in this agreement, the parties agree as follows:

1. The City retains the 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. The Firm shall be paid an annual retainer of \$72,000.00, payable in twelve (12) equal monthly installments, to perform the general work of the City Attorney. 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, preparing development agreements, and processing administrative fine or lien settlement requests. It is the intent of this agreement that all services performed by the 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. 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. Pre-suit and avoidance matters must be approved by the Board of Commissioners before they can be separately billed.

 - b. Attendance at meetings of City boards and committees and necessary legal services in support of those boards and committees. Attendance at meetings of the Board of Commissioners and necessary legal services in support of the Board of Commissioners are included in the retainer.

 - c. Code Enforcement Board representation and legal advice.

 - d. Real estate services.

- e. Special projects or ordinances. A special project or ordinance is a complex and complicated matter requiring extensive time, involvement, research, preparation and review by the Firm.
 - f. Bond and bank loan opinions. Bond and bank loan opinions are not considered services to be performed under the retainer and shall be billed separately on a set fee basis based on the size of the loan or bond issuance.
4. For matters separately billable and not included in the retainer, the Firm shall be compensated for attorney services at the rate of \$165 per hour in the first year of this contract, \$170 in the second year of this contract, and \$175 per hour in the third year of this contract. Paralegal services shall be billed at the rate of \$75 per hour in all years of this contract.
 5. The City shall pay all costs incurred or advanced by the Firm in representing the City pursuant to this Agreement. Such costs include, but are not limited to, court filing fees, deposition charges, photocopying charges, long distance telephone charges, Federal Express charges, out-of-county travel charges, computer research fees, and other out-of-pocket costs.
 6. The Firm may use the services of attorneys and paralegals employed by the Firm in providing legal services under this Agreement.
 7. 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 the 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 the Firm believes may be outside the expertise of the Firm, the Firm may refer that matter to an attorney with specialized expertise in the appropriate area of the law after consulting with the City, and the City shall be responsible for compensating such attorney for his or her fees and costs.
 8. The 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.
 9. This Agreement is terminable by either party without cause on thirty (30) days written notice to the other party.
 10. In the event the Board of Commissioners votes to terminate the Firm's services under this Agreement, the 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, the Firm shall be compensated for any continued legal services at the hourly rate of \$180.00 per hour for attorney

services and \$95.00 per hour for paralegal services, plus out-of-pocket costs, for any continued legal representation of City, including retainer services.

11. 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: City Manager
City Hall
324 East Pine Street
Tarpon Springs FL 34688

For the Firm: Thomas J. Trask, Esq
Trask · Daigneault, L.L.P
1001 South Fort Harrison Avenue, 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.

11. This Agreement shall be effective for a period of three years from the date it is entered into.

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

CITY OF TARPON SPRINGS, FLORIDA

By: Chris Alahouzos
Chris Alahouzos, Mayor

Attest: Irene S. Jacobs
for Irene S. Jacobs, City Clerk



TRASK · DAIGNEAULT, L.L.P

By: Thomas J. Trask
Thomas J. Trask, Esq.

**City of Tarpon Springs
Retainer Billing History**

<u>Date</u>	<u>Invoice</u>	<u>TimeKeeper</u>	<u>Rate</u>	<u>Hrs Worked</u>	<u>\$ Worked</u>	<u>\$ Billed</u>	<u>Difference/ Discount</u>
5/1/2020 (APR 2020 SERVICES)	3386	KRT \$	75.00	2.4 \$	180.00		
		PEP \$	170.00	5.8 \$	986.00		
		TJT \$	170.00	87.9 \$	14,943.00		
		TOTALS			96.1 \$	16,109.00	\$ 6,000.00
6/1/2020 (MAY 2020 SERVICES)	3458	EFA \$	170.00	11.0 \$	1,870.00		
		KRT \$	75.00	1.6 \$	120.00		
		PEP \$	170.00	1.0 \$	170.00		
		RME \$	170.00	3.1 \$	527.00		
		TJT \$	170.00	45.7 \$	7,769.00		
TOTALS			62.4 \$	10,456.00	\$ 6,000.00	\$ 4,456.00	
7/1/2020 (JUN 2020 SERVICES)	3799	EFA \$	170.00	0.5 \$	85.00		
		KRT \$	75.00	1.7 \$	127.50		
		PEP \$	170.00	11.1 \$	1,887.00		
		RME \$	170.00	7.9 \$	1,343.00		
		TJT \$	170.00	36.1 \$	6,137.00		
TOTALS			57.3 \$	9,579.50	\$ 6,000.00	\$ 3,579.50	
8/3/2020 (JUL 2020 SERVICES)	3958	JD \$	170.00	0.5 \$	85.00		
		KRT \$	75.00	2.8 \$	210.00		
		RME \$	170.00	1.0 \$	170.00		
		TJT \$	170.00	71.1 \$	12,087.00		
TOTALS			75.4 \$	12,552.00	\$ 6,000.00	\$ 6,552.00	
9/1/2020 (AUG 2020 SERVICES)	4088	KRT \$	75.00	2.3 \$	172.50		
		PEP \$	170.00	4.0 \$	680.00		
		RME \$	170.00	2.5 \$	425.00		
		TJT \$	166.80	53.1 \$	8,857.00		
TOTALS			61.9 \$	10,134.50	\$ 6,000.00	\$ 4,134.50	
10/1/2020 (SEP 2020 SERVICES)	4241	KRT \$	75.00	1.6 \$	120.00		
		PEP \$	170.00	1.4 \$	238.00		
		RME \$	170.00	4.1 \$	697.00		
		TJT \$	170.00	44.2 \$	7,514.00		
TOTALS			51.3 \$	8,569.00	\$ 6,000.00	\$ 2,569.00	
11/2/2020 (OCT 2020 SERVICES)	4381	KRT \$	75.00	1.0 \$	75.00		
		RME \$	170.00	0.9 \$	153.00		
		TJT \$	169.46	62.9 \$	10,659.00		
TOTALS			64.8 \$	10,887.00	\$ 6,000.00	\$ 4,887.00	

**City of Tarpon Springs
Retainer Billing History**

<u>Date</u>	<u>Invoice</u>	<u>TimeKeeper</u>	<u>Rate</u>	<u>Hrs Worked</u>	<u>\$ Worked</u>	<u>\$ Billed</u>	<u>Difference/ Discount</u>
12/2/2020 (NOV 2020 SERVICES)	4534	KRT	\$ 75.00	1.1	\$ 82.50		
		RME	\$ 170.00	7.6	\$ 1,292.00		
		TJT	\$ 170.00	56.3	\$ 9,571.00		
		TOTALS			65.0	\$ 10,945.50	\$ 6,000.00
1/4/2021 (DEC 2020 SERVICES)	4604	KRT	\$ 75.00	0.8	\$ 60.00		
		RME	\$ 175.00	6.1	\$ 1,067.50		
		TJT	\$ 175.00	78.3	\$ 13,702.50		
		TOTALS			85.2	\$ 14,830.00	\$ 6,000.00
2/2/2021 (JAN 2021 SERVICES)	4891	KRT	\$ 75.00	0.4	\$ 30.00		
		RME	\$ 175.00	2.4	\$ 420.00		
		TJT	\$ 175.00	76.8	\$ 13,440.00		
		TOTALS			79.6	\$ 13,890.00	\$ 6,000.00
3/1/2021 (FEB 2021 SERVICES)	5165	KRT	\$ 75.00	1.3	\$ 97.50		
		RME	\$ 175.00	6.2	\$ 1,085.00		
		TJT	\$ 175.00	76.2	\$ 13,335.00		
		TOTALS			83.7	\$ 14,517.50	\$ 6,000.00
4/1/2021 (MAR 2021 SERVICES)	5427	KRT	\$ 75.00	1.4	\$ 105.00		
		RME	\$ 175.00	2.3	\$ 402.50		
		TJT	\$ 175.00	65.3	\$ 11,427.50		
		TOTALS			69.0	\$ 11,935.00	\$ 6,000.00

AVERAGE TOTAL HOURS PER MONTH
(Based on last 12 Months)

71.0