

**AGREEMENT BETWEEN
THE CITY OF NEW PORT RICHEY, FLORIDA AND
TIMOTHY P. DRISCOLL, ESQ. FOR CITY ATTORNEY SERVICES**

THIS AGREEMENT for City Attorney Services entered into as of the 6th day of September, 2016 by and between the CITY OF NEW PORT RICHEY, FLORIDA, a Florida municipal corporation with its principal place of business located at 5919 Main Street, New Port Richey, Florida, 34652 (hereinafter referred to as the CITY) and TIMOTHY P. DRISCOLL, ESQ., with a mailing address of Rahdert, Steele, Reynolds & Driscoll, P.L., 535 Central Avenue, St. Petersburg, Florida, 33701 (hereinafter referred to as the ATTORNEY.)

W I T N E S S E I H

WHEREAS, pursuant to Section 2.17 of the CITY'S Charter, the CITY shall appoint a City Attorney to serve as the CITY'S chief legal advisor; and

WHEREAS, in addition to serving as chief legal advisor, the City Attorney shall also identify legally available revenue sources and assist in the long term plans for the financial health of the CITY; and

WHEREAS, the ATTORNEY is a member in good standing with the Florida Bar for over thirty (30) years; and

WHEREAS, the ATTORNEY also demonstrates expertise in the field of municipal law; and

WHEREAS, the CITY desires to engage the services of ATTORNEY to provide service as City Attorney required by its Charter as well as any additional legal services on an as needed basis.

NOW THEREFORE in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

1. WHEREAS Clauses. The WHEREAS clauses are incorporated herein by reference and are represented to be true and correct.
2. Term. The term of this Agreement is effective on the date executed by both parties and continues for one (1) year unless extended or earlier terminated as provided herein. This Agreement maybe amended at the option of the CITY for two (2) additional one year terms at the terms and conditions contained in this Agreement.
3. City Attorney Services. The ATTORNEY shall provide the following legal services as City Attorney to the CITY relative to the Charter of the City of New Port Richey:
 - a.) The ATTORNEY shall serve as the chief legal advisor to the City Council, City Manager and all City Departments.
 - b.) The ATTORNEY shall represent the CITY in all legal proceedings and shall perform any other duties prescribed by the CITY'S Charter or by ordinance.
 - c.) The ATTORNEY shall attend all regular City Council meetings, and attend all Special Meetings and Work Sessions thereof when requested by the CITY.
 - d.) The ATTORNEY shall participate in the preparation and review of agendas for meetings of the City Council and preparation of periodic summary reports or individual briefings to the City Council, if necessary, of services provided, pending legal matters, and known future legal concerns which may be anticipated to require legal attention.
 - e.) The ATTORNEY shall develop and implement a procedure to provide prompt responses to the CITY with date stamping or other tracking for accountability purposes for all internal requests for legal services and appropriate quality control.
 - f.) The ATTORNEY shall provide administration, oversight and review of all special counsel engagements including those involving other law firms or attorneys or use of consultants necessary to support all special counsel engagements.
 - g.) The ATTORNEY shall draft appropriate ordinances, resolutions legislation, service agreements, interlocal agreements and other documents and instruments to collaboratively and cooperatively achieve the CITY'S objectives.
 - h.) The ATTORNEY shall attend meetings with third parties or other CITY staff as reasonably required or requested by the City Manager.
 - i.) The ATTORNEY shall render advice on a day-to-day basis, written memoranda or appropriately qualified opinions when necessary, including

advice and research concerning compliance with relevant local, state or federal statutes or regulations.

- j.) The ATTORNEY shall provide advice with respect to procurement matters involving contracts.
 - k.) The ATTORNEY shall represent the CITY in the acquisition and disposition of real property rights and interests in the normal course of business, including the issuance of title insurance commitments and policies.
 - l.) The ATTORNEY shall coordinate, in concert, with the City Manager with legal counsel and other professionals representing governmental agencies or third parties on routine legal matters affecting the City in the normal course of business.
 - m.) The ATTORNEY shall review proposed interlocal and interfund structures as to legal feasibility, compliance with the CITY'S Charter, applicable law and pending or proposed revisions to the law.
 - n.) The ATTORNEY shall provide legal representation for the CITY'S Community Redevelopment Agency in the same capacity as described herein for representation of the CITY.
 - o.) The ATTORNEY shall provide legal representation for all of the CITY'S departments and offices.
 - p.) The ATTORNEY shall attend meetings of Boards or Commissions of the CITY at the request of the CITY.
 - q.) The ATTORNEY shall provide any other legal services which the CITY and ATTORNEY mutually agree are within the normal scope of day-to-day general counsel services.
 - r.) The ATTORNEY shall coordinate, in concert with the City Manager, with legal counsel and other professionals representing governmental agencies or third parties on routine legal matters affecting the CITY in the normal course of business.
 - s.) The ATTORNEY shall provide up to date reports, when necessary, on relevant changes in local, state or federal statutes or regulations.
4. Office Hours. The ATTORNEY shall devote a minimum of sixteen (16) hours per week to projects and assignments as described above.
5. Compensation. The ATTORNEY shall be compensated for City Attorney Legal Services at a rate of One Hundred Fifty Dollars an hour (\$150.00) for said legal services listed above by the CITY no later than the last working day of the month in which services are performed. At no time during the length of this agreement

shall the total amount billed by ATTORNEY in a calendar month exceed an amount of Eleven Thousand Dollars (\$11,000.)

6. Reports. The ATTORNEY shall prepare and present to the CITY a written report on all litigation matters involving the CITY on a quarterly basis per calendar year. The ATTORNEY shall prepare and present to the CITY a written report on legally available revenue sources and potential revenue strategies on an annual basis in conjunction with the CITY's preparation of the upcoming fiscal year's budget.
7. Conflict of Interest. The ATTORNEY shall not represent any client, including but not limited to, a municipality, county, local or state government agency or other person or entity in matters that may be directly adverse to the CITY.
8. City Manager. The CITY designates its City Manager to provide policy direction and instructions to the ATTORNEY in the administration of its duties hereunder, approving and authorizing work orders and all other matters necessary to administer this Agreement on behalf of the CITY. The City Manager is directed and authorized to use and consult with ATTORNEY for City Attorney services and Special Counsel Legal services in addition any other provisions described herein. The City Manager may appoint a designee at her discretion to assist in the administration of this Agreement. The designee shall be authorized to perform any of the duties that have been duly authorized to the City Manager in regards to this Agreement.
9. Termination. The parties reserve the right to terminate this Agreement by mutual consent or with cause upon thirty (30) days notice if at any time the other party fails to fulfill or abide by any of the terms or conditions specified in this Agreement.
10. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ATTEST:



Judy Meyers, City Clerk

10/18/16

Date

10/18/16


Date

CITY OF NEW PORT RICHEY



Debbie L. Manns, City Manager

ATTORNEY



Timothy P. Driscoll, Esq.