



**Special City Council Meeting  
City of Belleair Beach, Florida**

**Monday, July 29, 2019  
Community Center, Immediately following  
City Council Special Meeting to  
Set Tentative Millage Rate**

**PUBLIC MEETING NOTICE  
AGENDA**

Call to Order  
Pledge of Allegiance  
Roll Call

1. Authorize Mayor to Execute an Agreement for Professional Services (City Attorney).
  - Authorize execution of agreement for city attorney professional services

Adjournment

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The law does not require the City Clerk to transcribe verbatim minutes, therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727.595.4646, ext 124 or fax a written request to 727.593.1409.

Patricia A. Gentry, CMC  
City Clerk

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into between the CITY OF BELLEAIR BEACH, FLORIDA, a municipal corporation of the State of Florida ("the CITY") and FRED REILLY of the REILLY INTERNATIONAL LAW FIRM, P.A. whose mailing address is P.O. Box 2039, Haines City, Florida 33845 ("the ATTORNEY")

WHEREAS, the CITY has issued a City Attorney Request For Proposal (R.F.P.) 19-01 to obtain responses from qualified candidates to serve as the City Attorney for the CITY; and,

WHEREAS, the ATTORNEY having responded to the R.F.P., completed the interviewing process and was selected by the City Council to be City Attorney for the CITY; and,

NOW THEREFORE, in consideration of the mutual premises and covenants hereinafter set forth, the parties agree as follows:

1. Effective Date: The effective date of this Agreement and the services to be provided pursuant to this Agreement shall be on such day and date when both parties have executed this Agreement; and the ATTORNEY commences providing legal services to the CITY. This Agreement shall remain in effect until or unless otherwise terminated as provided herein.
  
2. Services To Be Performed: The services to be performed by the ATTORNEY for the CITY are specifically set forth in R.F.P. 19-01 a copy of which is attached hereto as Exhibit "A" and incorporated herein; and pursuant to Section 4.06 of the CITY Charter. ATTORNEY agrees that he will personally attend all regular meetings of the city council, special meetings and work sessions as requested; however, on occasion he may be represented by a suitably qualified associate.
  
3. Request For Legal Services: All requests for legal services from the CITY to the ATTORNEY shall be in accordance with applicable provisions of the Belleair Beach City Code, as amended from time to time, and shall come from either the City Manager, City Clerk or the Mayor only. All responses for legal services from ATTORNEY shall be directed to the City Manager or Mayor, as appropriate, with a copy to the City Clerk, including when the request is directed to the ATTORNEY from the Belleair Beach City Council while in public session.
  
4. Compensation: Compensation for legal services rendered by the ATTORNEY to the CITY, including reimbursement of expenses and costs, shall be at the rate of One Hundred, Fifty and 00/100 Dollars (\$150.00) per billable hour - for each task performed by the ATTORNEY. Travel by auto from ATTORNEY's home or office to the City of Belleair Beach City Hall or to and from elsewhere in Pinellas County shall not be billed as attorney time or reimbursable pursuant to the provisions of Chapter 112, Florida Statutes. In the event ATTORNEY is required to prosecute a claim or litigation on behalf of the CITY or defend any third party claim against the CITY, that is not covered by Florida League of Cities or other insurance, ATTORNEY shall be compensated at the rate of One Hundred, Eighty and 00/100 Dollars (\$180.00) per billable hour as aforesaid. This Agreement and the services to be provided shall not include a minimum retainer amount of compensation.
  - A. Expenses: In addition to the aforesaid legal fees, the CITY agrees to pay ATTORNEY for out-of-pocket legal expenses and costs associated with any matter. ATTORNEY shall not

charge for telephone or internet expenses; nor shall he charge for photocopies of documents unless numerous copies are prepared. Every effort should be made for large quantities of documents to be copied by the City Clerk.

B. Invoices: Invoices for legal services rendered to the CITY shall be prepared monthly on a line-item basis and in accordance with the fiscal policies and procedures of the CITY with invoices to be paid by the CITY within 10 days of receipt. Required out of county travel to conduct city business shall be reimbursed in accordance with the provisions of Chapter 112, Florida Statutes.

5. Termination: This Agreement and the services and mutual covenants to be performed pursuant to this Agreement may be terminated by either party upon giving the other party thirty (30) days prior written notice of an intent to terminate.

6. Supporting Documentation: The following supporting documentation and affidavits are included in Exhibit "B" and are listed as follows:

- A. Indemnification and Insurance Requirement Certificate
- B. Affidavit of Insurance
- C. Public Entity Crime Affidavit
- D. Belleair Beach Drug Free Workplace Policy
- E. Conflict of Interest and Dispute Notice.

7. Conflicts: In the event of a conflict in the interpretation of the terms and conditions of this Agreement and the exhibits attached hereto and made a part of this Agreement, the following order of priority shall be applicable to both parties:

- A. This Agreement For Professional Services
- B. The City Attorney Request For Proposal (RFP 19-01)
- C. The Response To The Request For Proposal

The CITY acknowledges that ATTORNEY serves as the City Attorney for the City of Haines, Florida, and that the CITY has no objection to such mutual municipal representation or with other governmental clients of the ATTORNEY. ATTORNEY is prohibited from representing any person or entity in the City of Belleair Beach where a present or future potential conflict of interest may exist for a period of one year following the termination of this Agreement.

In the event a claim is filed against ATTORNEY's professional liability insurance by anyone, or in the event the Florida Bar initiates a disciplinary investigation against ATTORNEY, ATTORNEY shall immediately notify the CITY of any such action.

The Attorney expressly agrees not to offer any contribution (monetary or in-kind services), nor offer any legal political assistance or advice to a candidate for City of Belleair Beach elective office (including elected officers and officers elect) during an incumbent's term or to a new candidate prior to and following the approval of this Contract by the City Council of the Client. The term "Firm" includes proprietors of proprietorships, all partners of partnerships and all officers, directors, and holders of ten (10%) percent or more of the outstanding shares of corporations, and their immediate families. Further, Attorney agrees that neither he nor any member of his firm shall run for public office in the City of Belleair Beach.

8. Public Records Retention and Compliance: The City of Belleair Beach is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, ATTORNEY agrees to comply with Florida's Public Records Law, including the following:

- A. Keep and maintain public records required by the CITY to perform the services.
- B. Upon request by the CITY, provide the CITY with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the CITY) on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or earlier termination) of the contract if ATTORNEY does not transfer the records to the CITY.
- D. Upon completion (or earlier termination) of this Agreement ATTORNEY shall within 30 days after such event either transfer to the CITY, at no cost, all public records in possession of the ATTORNEY or keep and maintain the public records in compliance with Chapter 119, Florida Statutes, that are not otherwise maintained by the City Clerk, as Records Custodian of the CITY. If ATTORNEY transfers all public records to the CITY, not otherwise maintained by the City Clerk upon completion (or earlier termination) of this Agreement, ATTORNEY shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If ATTORNEY keeps and maintains public records upon completion (or earlier termination) of this Agreement, ATTORNEY shall meet all applicable requirements for retaining public records, not maintained by the City Clerk.
- E. The failure of ATTORNEY to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of this Agreement by the CITY; and the CITY shall also have the option to withhold compensation to ATTORNEY until records are received as provided herein. All inquiries regarding public records retention should be referred to:

Patricia Gentry, City Clerk  
City of Belleair Beach, Florida  
444 Causeway Boulevard  
Belleair Beach, Florida 33786

9: Applicable Law and Venue: This Agreement shall be governed by Florida law and venue for all dispute shall be the Circuit Court of 6th Judicial Circuit in Pinellas County.

10 . Notices: For the purpose of this Agreement, notices to the parties shall be as follows:

To the CITY  
City Manager  
City of Belleair Beach  
444 Causeway Boulevard  
Belleair Beach, Florida 33786

To the ATTORNEY  
Fred Reilly, Esquire  
Reilly International Law Firm, P.A.  
P.O. Box 2039  
Haines City, Florida 33845

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

ATTEST:

CITY OF BELLEAIR BEACH, FLORIDA

\_\_\_\_\_  
Patricia Gentry CMC  
City Clerk

By \_\_\_\_\_  
Joseph A. Manzo, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

REILLY INTERNATIONAL LAW FIRM, P.A.

By \_\_\_\_\_  
Fred Reilly, Esquire

Date: \_\_\_\_\_