

**AGREEMENT BETWEEN THE TOWN OF BELLEAIR AND
TRASKDAIGNEAULT, L.L.P, FOR TOWN ATTORNEY SERVICES**

THIS AGREEMENT is entered into this 1st day of January, 2023, between the Town of Belleair, Florida (“Town”) 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 Town retains the Firm to perform all the services of the Town Attorney as set forth in the Town’s Charter and Ordinances and in this Agreement.
2. The Firm shall be compensated for all attorney services at the rate of \$210 per hour for work performed by partners of the Firm and \$190 per hour for work performed by associates. Travel time shall be charged at the applicable hourly rate. Paralegal services shall be billed at the rate of \$80.00 per hour.
3. The Town shall pay all costs incurred or advanced by the Firm in representing the Town 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 at the prevailing IRS rate for business travel, computer research fees, and other out-of-pocket costs.
4. The Firm may use the services of attorneys and paralegals employed by the Firm in providing legal services under this Agreement.
5. The Town understands that there may be legal matters which are beyond the expertise of the Firm and that it is in the best interest of the Town that such matters be handled by an attorney with the appropriate expertise and qualifications. If there is any legal matter which the Firm believes may be outside the expertise of the Firm, the Firm, with prior Town Commission approval, may refer that matter to an attorney with specialized expertise in the appropriate area of the law after consulting with the Town, and the Town shall be responsible for compensating such attorney for his or her fees and costs.
6. The Firm will bill the Town on a monthly basis for all legal fees under this Agreement, and the Town 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. The Firm shall at all times during the term of this Agreement maintain professional liability insurance with limits of not less than \$1,000,000 to cover legal obligations arising out of errors, omissions, or negligent acts associated with the work performed.

9. In the event the Town Commission 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 and all continued legal services and representation at the hourly rate of \$250.00 per hour for attorney services and \$90.00 per hour for paralegal services, plus out-of-pocket costs.

10. 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:

For the Town: Town Manager – Town Hall
901 Ponce de Leon Blvd.
Belleair, FL 33756

For the Firm: Jay Daigneault, Esq
Trask Daigneault, L.L.P
1001 South Ft. 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.

13. This Agreement shall be effective for a period of two years from the date of its execution.

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


TOWN OF BELLEAIR, FLORIDA

By: 
Michael Wilkinson, Mayor

Attest: 
Christine Nicole, Town Clerk


Gay Lancaster, Town Manager

TRASK DAIGNEAULT, LLP


Jay Daigneault, Esquire
Managing Partner