

CITY HALL - P.O.Box 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

City Attorney's Office
James W. Denhardt
Law Offices of James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone

MEMORANDUM

JW
TO: Bart Diebold, City Manager
FROM: James W. Denhardt, City Attorney
DATE: November 22, 2024
RE: City Attorney Services

I believe that everything has been worked out concerning the transition of the Pinellas Park City Attorney position from me to Randy Mora, and expect that they will be at the City Council Workshop on the night of December 12th, and hope they will be able to stay for the regular Council Meeting at 6:00 p.m., unless they have other meeting obligations that night.

Attached is a memorandum from me to the City Council with my recommendation, a Resolution for the City Council to consider at its meeting on December 12th, and the Retainer Agreement prepared by Trask Daigneault to be an attachment to the Resolution. The effective date of the change will be January 1, 2025.

If you concur with these recommendations, my memorandum to the City Council can be forwarded to them and can be the backup for an Agenda Item to be placed on the Consent Agenda on the December 12th City Council Agenda, with the Resolution and its attachment (the Trask Daigneault Retainer Agreement) included in the backup. The Action Item can simply be to approve Resolution No. 24-XX.

If you have any questions, please contact me.

Attachments

cc: Jennifer Carfagno, MMC, City Clerk
Dan Hubbard, Assistant City Manager

JWD/dh
5900.20241121.MemBD.wpd




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MEMORANDUM

TO: Sandra Bradbury, Mayor
Keith V. Sabiel, Vice Mayor
Councilmember Ricky Butler
Councilmember Tim Caddell
Councilmember Patti Reed

FROM:  James W. Denhardt, City Attorney

DATE: November 22, 2024

RE: City Attorney Position

Several years ago when I sent you a memorandum suggesting the appointment of Lauren Rubenstein as City Attorney, I indicated to you at that time that my "presumptive retirement date" was March 30, 2026. As that date gets nearer, and after Lauren's decision to transition to Hill Ward Henderson in Tampa, I have thought about how to best ensure that the needs of the City of Pinellas Park for having an extremely competent, qualified and experienced City Attorney are met. I have been employed by the City in the capacity of Code Enforcement Board Prosecutor, attorney for the Code Enforcement Board or as City Attorney continuously since February 24, 1983, the last 20 1/2 of which having been as City Attorney (or Assistant City Attorney when Lauren was the designated City Attorney). I do remember in March of 2004 when your former City Attorney of 29 years, Edward D. Foreman, died and I became City Attorney, that it took me a very long time to get acquainted with all of the City Administration and Staff and become familiar with all the departments, processes and workings of the City, as it was a major role to undertake all of a sudden.

I recently met with Bart and told him that he and I needed to start planning my retirement, as I was certainly not going to just submit a letter of resignation and leave the Council in a quandary as to how to proceed. Bart and I discussed the options including going out for Bids, soliciting Requests for Proposals, or just directly finding the best individual or individuals to serve as City Attorney. As you know, I am a recent Past President of the Florida Municipal Attorneys Association, and have been involved in that organization of

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about 400 municipal attorneys around the state, and its leadership over the past 36 years. I also have followed all the local municipalities over the years who have solicited Requests for Proposals and reviewed the different proposals received from a wide range of attorneys. I think I can predict the responses that the City would receive if you decided to solicit proposals. You would receive one from an attorney in Brooksville, you would receive one from an attorney in Orlando, you would receive one from a firm in Naples, you would receive one from a firm in Lakewood Ranch, you would probably also receive one or two proposals from firms in Tampa, and from another firm in Pinellas County, and you would receive one from Trask Daigneault, located in Clearwater.

Neither the Charter of the City of Pinellas Park or any state law requires that the Council request Bids or solicit Proposals when hiring a City Attorney. The Charter provides simply that the City Council shall hire the City Attorney and any Assistants. Accordingly, Bart asked me to explore the availability of competent, experienced, local attorneys, but also asked if I could explore options for both me and Zoe remaining very involved during a transition period, and possibly for Zoe to be involved for the long run, due to our institutional knowledge of the City.

I firmly believe that the City needs to continue having an attorney that is physically located in Pinellas County, as it is regularly necessary for the attorney to need to get to meetings with Staff at the City that sometimes are called on short notice. Other local municipalities that have attempted to have a City Attorney that is 50 or 100 miles away, have found that such is just not practical, as evidenced by the high turnover and short-term relationships in such situations.

Over the years, whenever a Pinellas County municipality is seeking a new City Attorney, the two firms that seem to get contacted the most are my firm, and Trask Daigneault. The firm of Trask Daigneault was at the top of my list of candidates. However, I did also speak with two other attorneys who I believe to be very competent and knowledgeable in municipal law and who have represented municipalities in Pinellas County; however, they are now involved with larger firms that do not have a presence in Pinellas County.

I have met several times with Jay Daigneault, and with Randy Mora of Trask Daigneault. That firm is a firm of seven or eight attorneys, six of whom are Partners. All six of them are Board Certified by The Florida Bar in City, County & Local Government Law and I have worked closely over the years with all of them on many matters affecting the different municipalities we represent. Their firm represents approximately 16 municipalities, Special Districts or other such Boards on the west coast of Florida. They are a local firm, with offices at 1001 South Fort Harrison in Clearwater. They do insurance defense litigation for the Florida League of Cities and handle most of the insurance defense matters arising in Pinellas Park, so they already have some familiarity with the City. Mr. Daigneault and I have put together a succession plan.

I am happy to recommend to you that Mr. Randy Mora be appointed as my successor to serve as City Attorney for the City of Pinellas Park. Randy graduated from law school at

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George Washington University in Washington, D.C. He initially practiced with a firm in New York working on the Bernie Madoff Ponzi scheme litigation. He relocated back to Florida about 11 years ago being employed with Trask Daigneault. I have been involved in a number of matters of litigation on which he was substantially involved. As I indicated, he is Board Certified by The Florida Bar in City, County & Local Government Law. He has presented seminar sessions at the Florida Municipal Attorneys Association's annual 3-day seminars as well as presenting topics on ethics, etc., for the Florida League of Cities, and several of you may have attended his presentations. Randy has recently been named to the Advisory Committee of the Florida Municipal Attorneys Association and is likely to someday be President of that organization. He is a year or two older than Lauren and has comparable experience serving as a City Attorney in Pinellas County, has substantial litigation experience, and also has the prospect of potentially being able to serve the City for many years in the future.

If you concur with my recommendation that Randy Mora would succeed me to serve as City Attorney for Pinellas Park, we have all worked together to have a succession plan that would include a transitional period of 12 months during which time I would remain as an Assistant City Attorney on a retainer basis, and basically continue to do much of the same work as now while Mr. Mora and Trask Daigneault are brought up to speed as to the operations of Pinellas Park. Jay Daigneault would be designated as an Assistant City Attorney. Zoe Rawls would continue to remain as an Assistant City Attorney, but would become an employee of Trask Daigneault effective as of January 1, 2025, as opposed to being my employee during this transitional period. However, she would remain physically located at my office. Zoe Rawls would probably continue to attend many of the Board meetings that she currently attends, such as Planning & Zoning Commission, Board of Adjustment, Special Magistrate, LOV Court, etc., along with Randy Mora, Jay Daigneault or perhaps other members periodically of Trask Daigneault, while their firm gets introduced to the different Boards and to the operations of the City. I or Zoe would continue to attend many of the City Council meetings, Workshop meetings and CRA meetings, along with Mr. Mora or Mr. Daigneault, or other members of their firm. The fees paid by the City would be divided between the retainer paid to me and the monthly hourly billings by Trask Daigneault, but unless there is some unforeseen or unanticipated litigation, the total monthly and annual fees paid by the City will probably be less, as the Trask Daigneault billing would be reduced to the amount of \$300 per hour. In addition, since they already do the insurance defense litigation, there would not be any need for any billing for the oversight by the City Attorney of those items.

I could not be more pleased with Randy Mora's willingness to serve as City Attorney and with Jay Daigneault's willingness to serve as Assistant City Attorney, and with the backing the City would have with the entire firm of Trask Daigneault. I also could not be more pleased with this succession plan and transition plan as it provides the City Council, the Administration and Staff, with great overlap in being provided legal services during the next year or so.

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I am sure that each of you may have questions and I would welcome the opportunity to discuss any of these details with any of you at any time, and would urge you to contact me by phone if you have any questions.

cc: Bart Diebold, City Manager
Jennifer Carfagno, MMC, City Clerk
Dan Hubbard, Assistant City Manager

JWD/dh
5900.20241121.MemAll.wpd

RESOLUTION NO. 24-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, PERTAINING TO THE APPOINTMENT OF A CITY ATTORNEY AND ASSISTANT CITY ATTORNEYS, AUTHORIZING THE RATES FOR SUCH ATTORNEYS; PROVIDING FOR A TRANSITION; PROVIDING THAT THIS RESOLUTION SUPERSEDES ANY OTHER RESOLUTIONS PERTAINING TO THE APPOINTMENT OF CITY ATTORNEYS OR ASSISTANT CITY ATTORNEYS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, § CC-501 of the City Charter provides that the City Council shall appoint a City Attorney who shall act as its legal advisor, Attorney and Counselor, and for the municipal government and all of its officers and departments in matters relating to their official duties consistent with the interests of the City Council; and

WHEREAS, § CC-504 of the City Charter provides that the City Council has the power to appoint an Associate City Attorney, or Assistant City Attorneys as it deems necessary, who may perform and exercise the duties of the City Attorney in his/her absence or inability to act; and

WHEREAS, the City Attorney and any Assistant City Attorneys serve at the pleasure of the City Council; and

WHEREAS, James W. Denhardt has served as City Attorney for the City of Pinellas Park since March of 2004, except for a period of several years when his Partner, Lauren Christ Rubenstein, was designated as City Attorney and when he served as an Assistant City Attorney; and

WHEREAS, Lauren Christ Rubenstein recently resigned the position of City Attorney; and

WHEREAS, James W. Denhardt has advised the City Council that it needs to plan for his replacement as City Attorney, as he begins to consider retirement; and

WHEREAS, Bart Diebold, as City Manager, and James W. Denhardt, as City Attorney, have explored options for the City Council to consider as City Attorney, and have both highly recommended to the City Council that it retain the attorneys of the Trask Daigneault Law Firm (the "Firm") to provide City Attorney services for the City; and

WHEREAS, the Firm has proposed that if the City desires to retain the Firm's services, that Firm Partner Randy Mora be designated as City Attorney and that Firm Partner Jay Daigneault be designated as an Assistant City Attorney; and

WHEREAS, James W. Denhardt has also recommended that Zoe Rawls continue to retain her previous designation as an Assistant City Attorney, that James W. Denhardt be designated as City Attorney Emeritus, and that during the transition period established here, he also be designated as an Assistant City Attorney; and

WHEREAS, the City Council believes it necessary, appropriate, and in the best interests of the City to appoint a new City Attorney and Assistant City Attorneys to ensure

continuity as the current City Attorney transitions towards retirement; and

WHEREAS, Randy Mora and the other attorneys within the Firm satisfy the conditions set forth in § CC-503 of the City's Charter; and

WHEREAS, the City Council, after receiving the recommendations of James W. Denhardt and City Manager Bart Diebold, and having interviewed Randy Mora and Jay Daigneault, finds the Firm and its attorneys to be qualified and capable of serving as City Attorney; and, believes it to be in the best interests of the City of Pinellas Park to appoint Randy Mora as City Attorney, and to appoint Jay Daigneault as Assistant City Attorney, and to continue to appoint Zoe Rawls as Assistant City Attorney, and to designate James W. Denhardt as City Attorney Emeritus, and to appoint him as Assistant City Attorney, with the appointment of him as Assistant City Attorney to continue during the transitionary period established herein, or as otherwise might be shortened, extended or agreed to between the City Council and Mr. Denhardt.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE. Charter Official Appointments: Effective as of 12:00 a.m., on Wednesday, January 1, 2025, the City Council makes the following appointments:

A. City Attorney. Randy Mora of Trask Daigneault LLP, shall be appointed as City Attorney, with all corresponding powers and duties, as contemplated in Sections CC-501 and CC-502 of the City's Charter.

B. Assistant City Attorneys. To facilitate an efficient and effective transition, the City Council finds it necessary and appropriate to identify and appoint certain persons as Assistant City Attorneys. Any Assistant City Attorney shall report to and coordinate their legal advice and service to the City with Randy Mora, as the City Attorney.

1. Jay Daigneault of Trask Daigneault LLP shall be appointed and designated as an Assistant City Attorney.
2. Zoe Rawls shall retain her previous appointment as an Assistant City Attorney.
3. In order to ensure a smooth transition and overlap in the operation of the City's legal department, James W. Denhardt shall hold the designation of City Attorney Emeritus. In addition, Mr. Denhardt shall be appointed and designated as an Assistant City Attorney for a period of 12 months (the "Transition

Period"). The Transition Period may be extended by a period not to exceed an additional three (3) months, if both Mr. Denhardt and the City agree to such extension, upon terms agreed to by the City and Mr. Denhardt at that time.

4. Nothing in this section or any of the subsections thereof shall be construed to limit or prevent Randy Mora, as City Attorney, from relying on or utilizing any of the other attorneys in the Firm to serve as a legal advisor, attorney, or counselor to the City and its officers or employees, in their official capacity.

SECTION TWO. Trask Daigneault Firm Retained: Randy Mora and the attorneys of the Trask Daigneault Law Firm shall be compensated at the rate of \$300/hour for all services rendered by them necessary to perform their duties as City Attorney or Assistant City Attorneys, including travel to and from their offices in Clearwater. The terms of the City's retention of the Firm, are set forth more fully in the Agreement attached here as EXHIBIT 1.

SECTION THREE. Transition Period: James W. Denhardt shall receive a monthly retainer of \$20,000 per month for each of the 12 months of the Transition Period for his services as Assistant

City Attorney, and for providing continued legal services and advice to the City.

SECTION FOUR. Supremacy: This Resolution shall supersede any prior Resolutions of the City Council pertaining to the appointment of City Attorneys or Assistant City Attorneys.

SECTION FIVE. Effective Date: This Resolution shall be in full force and effect immediately after its passage and approval in the manner provided by law.

ADOPTED THIS _____ DAY OF _____, 2024.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2024.

Sandra L. Bradbury
MAYOR

ATTEST:

Jennifer Carfagno, MMC
CITY CLERK

**AGREEMENT BETWEEN THE CITY OF PINELLAS PARK AND
TRASK DAIGNEAULT, L.L.P, FOR CITY ATTORNEY SERVICES**

THIS AGREEMENT is entered into this 12th day of December, 2024, and effective as of January 1, 2025, between the City of Pinellas Park, Florida (“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 City’s Charter and Ordinances and in this Agreement.

2. The Firm shall be compensated for all attorney services at the rate of \$300 per hour for work performed. Paralegal services shall be billed at the rate of \$95.00 per hour. Travel time shall be charged at the applicable hourly rate. The compensation rate may be increased or adjusted by Agreement of the Parties. Nothing in this agreement shall empower the City to unilaterally decrease the Firm’s compensation for the provision of legal services.

3. 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 at the prevailing IRS rate for business travel, computer and legal research fees, and other out-of-pocket costs relating to or connected with the provision of attorney services.

4. Randy D. Mora, Esq., shall serve as the principal representative of the Firm to the City, and serve as the City Attorney as contemplated in the City’s Charter. The Firm may, however, use the services of any attorneys and paralegals employed by the Firm in providing legal services under this Agreement.

5. Consistent with Section CC-504 of the City’s Charter, the City 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 City 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 City Council approval, may refer that matter to an attorney with specialized expertise in the appropriate area of the law after consulting with the City. The City shall be responsible for compensating such attorney for his or her fees and costs.

6. 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.

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 City Council 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 \$350.00 per hour for attorney services and \$95.00 per hour for paralegal services, plus out-of-pocket costs, payable by the City.

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 City: City Manager
5141 78th Avenue N
Pinellas Park, FL 33781

For the Firm: Randy D. Mora, 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.

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

CITY OF PINELLAS PARK, FLORIDA

By: _____
Sandra Bradbury, Mayor

Attest: _____
Jennifer Carfagno, City Clerk

Bart Diebold, City Manager

TRASK DAIGNEAULT, LLP

Randy D. Mora, Esquire