

City of South Pasadena

7047 SUNSET DRIVE SOUTH SOUTH PASADENA, FLORIDA 33707 PH: (727) 347-4171 FAX: (727) 345-0518 WWW.MYSOUTHPASADENA.COM

AGENDA

AGENDA MEETING SOUTH PASADENA, FLORIDA TUESDAY, AUGUST 19, 2025 COMMISSION CHAMBERS 9:00 A.M.

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL

PROPOSED AGENDA FOR THE TUESDAY, AUGUST 26, 2025 REGULAR COMMISSION MEETING

DISCUSSION ITEMS

PUBLIC HEARING - LEGISLATIVE

1. ORDINANCE NO. 2025-02 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING CHAPTER 90, EMERGENCY MANAGEMENT, SECTION 1 - AUTHORITY OF INCIDENT COMMANDER, SUBSECTION (A); PROVIDING FOR A PERMANENT WAIVER OF THE INCIDENT COMMANDER'S \$50,000 EMERGENCY EXPENDITURE LIMIT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE - SECOND AND FINAL READING - PENNY.

UNFINISHED BUSINESS

NONE

CONSENT AGENDA

2. APPROVAL OF COMMISSION MEETING MINUTES FOR THE MONTHS OF JUNE AND JULY 2025 ON FILE IN CITY CLERK'S OFFICE

AGENDA MEETING, JUNE 3, 2025; ADMINISTRATIVE WORKSHOP, JUNE 3, 2025; ADMINISTRATIVE WORKSHOP, JUNE 10, 2025; REGULAR

AGENDA MEETING
TUESDAY, AUGUST 19, 2025 - 9:00 A.M.

COMMISSION MEETING, JUNE 10, 2025; ADMINISTRATIVE WORKSHOP, JUNE 17, 2025; AGENDA MEETING, JUNE 24, 2025; ADMINISTRATIVE WORKSHOP, JUNE 24, 2025; EXECUTIVE SESSION, JUNE 26, 2025; REGULAR COMMISSION MEETING, JULY 1, 2025.

NEW BUSINESS

- 3. ORDINANCE NO. 2025-03 AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING FISCAL YEAR 2025-2026 BUDGET; PROVIDING AN EFFECTIVE DATE FIRST READING NEIDINGER.
- 4. ORDINANCE NO. 2025-04 AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR RECLAIMED WATER; TO INCREASE THE MINIMUM MONTHLY RECLAIMED WATER SERVICE CHARGE FOR SINGLE FAMILY RESIDENTIAL CUSTOMERS TO \$11.88 AND TO INCREASE COMMERCIAL AND MUNICIPAL USER SERVICE CHARGES TO \$339.31 PER PERVIOUS ACRE; PROVIDING AN EFFECTIVE DATE FIRST READING NEIDINGER.
- ORDINANCE NO. 2025-05 AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR SEWAGE USAGE; TO INCREASE THE BASE MINIMUM MONTHLY SEWER RATES AND SEWER FLOW CHARGE RATE BY 9.5%; PROVIDING AN EFFECTIVE DATE FIRST READING NEIDINGER.
- 6. RESOLUTION NO. 2025-09 A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, APPOINTING THE SHERIFF OF PINELLAS COUNTY AS THE POLICE DEPARTMENT OF THE CITY FOR THE PERIOD OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026 THOMPSON.
- 7. MOTION TO RATIFY ENGAGEMENT LETTER WITH GRAYROBINSON, P.A. FOR GOVERNMENTAL CONSULTING SERVICES PENNY.
- 8. MOTION TO RATIFY ENGAGEMENT LETTER WITH GRAYROBINSON, P.A. FOR INTERGOVERNMENTAL LEGAL SERVICES PENNY.

ADJOURN

This meeting is open to the public. Ordinances may be inspected by the public in the office of the City Clerk at City Hall from 8:00 a.m. to 4:00 p.m. Monday through Friday with the exception of holidays. Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose 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 to be based.

The City of South Pasadena is committed to providing reasonable accommodation for access for the disabled. In accordance with the Americans with Disabilities Act and F.S. 286.26, anyone needing assistance with regard to this meeting should contact the City Clerk's Office in writing at least 48 hours prior to the meeting. For more information or assistance please contact the City Clerk's office at 727-347-4171.



AGENDA SUBMITTAL FORM

Ordinance: NO. 2025-02 Date Submitted: 08/13/2025

Resolution: Agenda Meeting Date: 08/19/2025

Motion: Regular Meeting Date: 08/26/2025

Information Only Submitted By: MAYOR PENNY

No Action Needed:

Written By:

Discussion:

<u>Subject Title</u>: (If Ordinance or Resolution, state number and title in full.)

ORDINANCE NO. 2025-02 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING CHAPTER 90, EMERGENCY MANAGEMENT, SECTION 1 - AUTHORITY OF INCIDENT COMMANDER, SUBSECTION (A); PROVIDING FOR A PERMANENT WAIVER OF THE INCIDENT COMMANDER'S \$50,000 EMERGENCY EXPENDITURE LIMIT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Motion Proposed:

TO PASS ORDINANCE NO. 2025-02 ON FIRST READING

JULY 1, 2025

TO PASS AND ADOPT ORDINANCE NO. 2025-02 ON SECOND AND FINAL READING

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING CHAPTER 90, EMERGENCY MANAGEMENT, SECTION 1 – AUTHORITY OF INCIDENT COMMANDER, SUBSECTION (A); PROVIDING FOR A PERMANENT WAIVER OF THE INCIDENT COMMANDER'S \$50,000 EMERGENCY EXPENDITURE LIMIT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of South Pasadena ("City Commission") finds that the existing \$50,000 expenditure limitation on the authority of the City's appointed Incident Commander may unduly hinder the City's ability to respond swiftly and effectively to emergencies and disasters;

WHEREAS, the City Commission finds it is in the best interest of the public health, safety, and welfare to permanently remove the \$50,000 emergency expenditure limitation for the Incident Commander, while maintaining appropriate oversight and accountability;

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SOUTH PASADENA, FLORIDA:

SECTION 1: ADOPTION OF FINDINGS. The above recitals represent the legislative findings of the City of South Pasadena, Florida, relative to the provisions of this Ordinance and are fully incorporated herein by reference.

SECTION 2. AMENDMENT OF INCIDENT COMMANDER EXPENDITURE LIMIT.

Part II – General Legislation, Section 90-1—Authority of Incident Commander, (A), is amended to remove the provision which states emergency expenditures made by the Incident Commander must not exceed \$50,000. Subsection (A) is hereby amended by removing the strike through language as follows:

- (A) Utilize all available resources of the city as reasonably necessary to cope with the emergency, including emergency expenditures not to exceed \$50,000. During the state of emergency, the city's purchasing requirements are waived.
- **SECTION 3. SEVERANCE**. If any section, subsection, sentence, clause, phrase or portion of this ordinance, or application hereof, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion or application hereof.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective immediately upon final passage.

	Arthur Penny, N	Mayor
ATTEST:		
Carley Lewis, City Clerk		
PASSED ON FIRST READING	JULY 1 ST	, 2025.
PASSED AND ADOPTED ON SECOND	AND FINAL READING	, 2025.
cause the n	O CERTIFY THAT I, the undersign of the above ordinance in .041 of the Florida Statutes.	
	Carley Lewis, Cit	y Clerk
THIS ORDINANCE HAS BEEN APPRO ATTORNEY.	VED AS TO FORM AND CONTEN	NT BY THE CITY
	City Attorne	av.
	City Attorne	y

2. APPROVAL OF COMMISSION MEETING MINUTES FOR THE MONTHS OF JUNE AND JULY 2025 ON FILE IN CITY CLERK'S OFFICE

AGENDA MEETING, JUNE 3, 2025; ADMINISTRATIVE WORKSHOP, JUNE 3, 2025; ADMINISTRATIVE WORKSHOP, JUNE 10, 2025; REGULAR COMMISSION MEETING, JUNE 10, 2025; ADMINISTRATIVE WORKSHOP, JUNE 17, 2025; AGENDA MEETING, JUNE 24, 2025; ADMINISTRATIVE WORKSHOP, JUNE 24, 2025; EXECUTIVE SESSION, JUNE 26, 2025;

AND REGULAR COMMISSION MEETING, JULY 1, 2025.



AGENDA SUBMITTAL FORM

Ordinance: NO. 2025-03 Date Submitted: 08/13/2025

Resolution: Agenda Meeting Date: 08/19/2025

Motion: Regular Meeting Date: 08/26/2025

Information Only Submitted By: COMM. NEIDINGER

No Action Needed:

Written By:

Discussion:

<u>Subject Title</u>: (If Ordinance or Resolution, state number and title in full.)

ORDINANCE NO. 2025-03 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING FISCAL YEAR 2025-2026 BUDGET; PROVIDING AN EFFECTIVE DATE.

Motion Proposed:

TO PASS ORDINANCE NO. 2025-03 ON FIRST READING

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, ADOPTING FISCAL YEAR 2025-2026 BUDGET; PROVIDING AN EFFECTIVE DATE.

THE CITY OF SOUTH PASADENA DOES ORDAIN:

<u>SECTION 1.</u> The 2025-2026 Budget for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026, establishing:

THE FOLLOWING ESTIMATED REVENUES, TRANSFERS, AND APPROPRIATIONS:

	GENERAL FUND	CAPITAL IMPROVEMENTS	ENTERPRISE FUNDS
FUND BALANCE	\$ 24,975	\$ 1,487,455	\$ 288,625
INTERFUND TRANSFERS-I	N	642,620	
ESTIMATED REVENUES:			
AD VALOREM TAX	5,322,500		
FRANCHISE TAXES	616,000		
UTILITY TAXES	984,400		
SALES AND USER TAXES	68,000	784,500	
LICENSES & PERMITS	719,500		
INTERGOVERNMENTAL	2,108,450		
USER FEES			2,205,200
FINES AND FORFEITURES	3,500		
GRANT REVENUE		952,700	
MISCELLANEOUS _	209,000	159,000	119,150
TOTAL ESTIMATED REVENUES, TRANSFERS, & FUND BALANCE	\$10,056,325	\$4,026,275	\$2 , 612 , 975
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	GENERAL FUND	CAPITAL IMPROVEMENTS	ENTERPRISE FUNDS		
INTERFUND TRANSFERS- OUT	\$ 642,620				
APPROPRIATIONS:					
GENERAL GOVERNMENT	1,702,365	\$ 1,995,920			
PUBLIC SAFETY	6,342,305	993,555			
PHYSICAL ENVIRONMENT	12,000	269,000	\$2,500,850		
PUBLIC WORKS & TRANSPORTATION	1,294,435	712,800			
HUMAN SERVICES	9,250				
CULTURE AND RECREATION	53,350	<u>55,000</u>			
TOTAL APPROPRIATIONS AND TRANSFERS	\$10,056,325	\$4,026,275	\$2,500,850		
RESERVES	0	0	112,125		
TOTAL APPROPRIATIONS, TRANSFERS, AND RESERVES	\$10,056,325	\$4 , 026 , 275	\$2,612,975		
SECTION 2. This On on the Budget on September of Septembe	ember 8, 2025 sec	=	ordinance, and		

Commission.

ATTEST:	Arthur Penny, Mayor
	-, -
Carley Lewis, City Clerk	

THIS	IS	ТО	CERT	IFY	tha	at	I,	the	und	ersi	.gne	ed	Cler	k,	did
cause	the	e no	otici	ng (of	the	abo	ove	Ordi	nan	ce	in	acco	rda	nce
with	Cha	apte	ers	166	.04	1	and	20	0.06	55 (of	th	ie E	lor	ida
Statu	tes														

-	Carley Lewis, City Clerk	
PASSED ON FIRST READING	, 2025	
DIGGED ON GEGOVE DELETING		
PASSED ON THIRD AND FINAL READING _ (Second Public Hearing)	, 2025	•
	Carley Lewis, City Clerk	
THIS ORDINANCE HAS BEEN APPROVED AS ATTORNEY.	TO FORM AND CONTENT BY THE CIT	Υ
	City Attorney	



AGENDA SUBMITTAL FORM

Ordinance: NO. 2025-04 Date Submitted: 08/13/2025

Resolution: Agenda Meeting Date: 08/19/2025

Motion: Regular Meeting Date: 08/26/2025

Information Only Submitted By: COMM. NEIDINGER

No Action Needed:

Written By:

Discussion:

<u>Subject Title</u>: (If Ordinance or Resolution, state number and title in full.)

ORDINANCE NO. 2025-04 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR RECLAIMED WATER; TO INCREASE THE MINIMUM MONTHLY RECLAIMED WATER SERVICE CHARGE FOR SINGLE FAMILY RESIDENTIAL CUSTOMERS TO \$11.88 AND TO INCREASE COMMERCIAL AND MUNICIPAL USER SERVICE CHARGES TO \$339.31 PER PERVIOUS ACRE; PROVIDING AN EFFECTIVE DATE.

Motion Proposed:

TO PASS ORDINANCE NO. 2025-04 ON FIRST READING

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR RECLAIMED WATER; TO INCREASE THE MINIMUM MONTHLY RECLAIMED WATER SERVICE CHARGE FOR SINGLE FAMILY RESIDENTIAL CUSTOMERS TO \$11.88 AND TO INCREASE COMMERCIAL AND MUNICIPAL USER SERVICE CHARGES TO \$339.31 PER PERVIOUS ACRE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of South Pasadena Reclaimed Water rates are currently \$10.87 monthly for residential customers and \$310.58 per pervious acre per month for commercial customers; and

WHEREAS, Pinellas County Utilities provides the reclaimed water used by the residents of South Pasadena; and

WHEREAS, Pinellas County Utilities has adopted wholesale reclaimed water rate increases from Fiscal Year 2025 through Fiscal Year 2027; and

WHEREAS, there is a 14.96% approved increase (to \$760.43 PMG) for the fiscal year ending in September 2026; and

WHEREAS, the projected increase in reclaimed water costs for Fiscal Year 2026 is approximately \$13,260 and is projected to be \$143,000 based on expected processing volumes of 188.2 million gallons for fiscal 2026; and

WHEREAS, a recommended 9.25% increase in Reclaimed Water Fees is expected to generate \$321,200 or an additional \$27,200 annually in Reclaimed Water Revenue; and

WHEREAS, the City Commission desires to cover increases in reclaimed water cost charged by the County and to maintain adequate reserves for capital improvements and replacements to the City reclaimed water system.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of South Pasadena, Florida as follows:

<u>Section 1</u>. FINDINGS AND MONTHLY RATE INCREASE. As a result of the findings of the City Commission set forth above, that effective November 1, 2025, the Base Reclaimed Water Rates shall be increased by 9.25%. Subsection 192-20 of Appendix Chapter A198 of the Code of

Ordinances, the schedule of rates f amended to read as follows:	or reclaimed water service, is
Water reclamation monthly service c	harges:
Single family	\$ 11.88 per month
Multi-Family, Commercial, Municipal	and all others
Multi-Family\$ 339.31 p	er pervious acre per month
Commercial\$ 339.31 p	er pervious acre per month
Municipal (Public)\$ 339.31 p	er pervious acre per month
Section 2. EFFECTIVE DATE. The a established hereunder shall be utili readings to calculate billings begi	zed for the October 2025 meter
ATTEST:	Arthur Penny, Mayor
Carley Lewis, City Clerk	2025
PASSED ON FIRST READING	
PASSED AND ADOPTED ON SECOND AND FIN	AL READING, 2025
	THIS IS TO CERTIFY THAT I, the undersigned City Clerk did cause the noticing of the above ordinance in accordance with Chapter 166.041 of the Florida Statutes.
	Carley Lewis, City Clerk

ATTORNEY.	
	City Attorney

THIS ORDINANCE HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE CITY



AGENDA SUBMITTAL FORM

Ordinance: NO. 2025-05 Date Submitted: 08/13/2025

Resolution: Agenda Meeting Date: 08/19/2025

Motion: Regular Meeting Date: 08/26/2025

Information Only Submitted By: COMM. NEIDINGER

No Action Needed:

Written By:

Discussion:

<u>Subject Title</u>: (If Ordinance or Resolution, state number and title in full.)

ORDINANCE NO. 2025-05 - AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR SEWAGE USAGE; TO INCREASE THE BASE MINIMUM MONTHLY SEWER RATES AND SEWER FLOW CHARGE RATE BY 9.5%; PROVIDING AN EFFECTIVE DATE.

Motion Proposed:

TO PASS ORDINANCE NO. 2025-05 ON FIRST READING

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY OF SOUTH PASADENA, FLORIDA, AMENDING APPENDIX CHAPTER A198 FEES OF THE CODE OF ORDINANCES RELATING TO RATES AND CHARGES FOR SEWAGE USAGE; TO INCREASE THE BASE MINIMUM MONTHLY SEWER RATES AND SEWER FLOW CHARGE RATE BY 9.5%; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to gradually adjust rates to cover the cumulative effects of the increases in sewer processing rates and any new annual processing charges; and

WHEREAS, the City of St. Petersburg has proposed increasing processing fees by 9.55% for Fiscal Year 2026 from \$6,531 per million gallons (PMG) to \$7,155 PMG; and

WHEREAS, the City of South Pasadena's projected sewer processing volume for Fiscal Year 2025 averaged 189 million gallons or higher; and

WHEREAS, the St. Petersburg processing charge for 2026 will increase sewer processing costs by an estimated \$163,205 (to \$1,690,900) based on expected processing volumes of 189 million gallons; and

WHEREAS, no change in Sewer Fees for Fiscal Year 2026 would result in an estimated \$452,060 cash flow deficit; and

WHEREAS, the City Commission desires to have the Sewer Enterprise Fund at or near a breakeven cash flow, but recognizing the impact of Hurricanes Helene and Milton on citizen finances; and

WHEREAS, The City Commission desires to partially recover the additional \$452,060 in additional costs, and

WHEREAS, a recommended 9.5% increase in variable and fixed charges is expected to generate \$1,884,000 or an additional \$163,435 in Sewer Fee Revenue resulting in a reduced deficit of \$288,625; and

WHEREAS, in order to cover the increased sewer processing charges for Fiscal Year 2026, it is imperative that revenue from sewer fees be raised.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of South Pasadena, Florida as follows:

<u>Section 1</u>. FINDINGS AND USAGE RATE INCREASE. As a result of the findings of the City Commission set forth above, that effective November 1, 2025, the Base and Minimum monthly charge and Flow Charge rates for sewer service shall be increased by 9.5%. Subsection 169-22A of Appendix Chapter Al98 of the Code of Ordinances, the schedule of base and flow rates for sewer service, is amended to read as follows:

Base and minimum monthly charge of:

Single family and multi-family units,	
including mobile homes	\$ 8.62 per unit
Commercial, institutional, public and all others	
5/8" meter	\$ 8.62
1" meter	\$ 22.13
1 ½" meter	\$ 49.82
2" meter	\$ 88.52
3" meter	\$ 199.18
4" meter	\$ 354.10
6" meter	\$ 796.69
8" meter	\$1,416.31

In addition to the base rates set above, all accounts shall pay an additional flow charge of \$10.48 per 1,000 gallons, based on potable water use.

<u>Section 2.</u> EFFECTIVE DATE. The amended sewer usage rates established hereunder shall be utilized for the October 2025 meter readings to calculate billings beginning November 1, 2025.

|--|

ATTEST:

Carley Lewis, City Clerk

PASSED ON FIRST READING	
PASSED AND ADOPTED ON SECOND AND FIN	NAL READING, 2025
	THIS IS TO CERTIFY THAT I, the undersigned City Clerk did cause the noticing of the above ordinance in accordance with Chapter 166.041 of the Florida Statutes.
	Carley Lewis, City Clerk
THIS ORDINANCE HAS BEEN APPROVED AS ATTORNEY.	TO FORM AND CONTENT BY THE CITY
	City Attorney



AGENDA SUBMITTAL FORM

Ordinance: Date Submitted: 08/13/2025

Resolution: NO. 2025-09 Agenda Meeting Date: 08/19/2025

Motion: Regular Meeting Date: 08/26/2025

Information Only Submitted By: COMM. THOMPSON

No Action Needed:

Written By:

Discussion:

<u>Subject Title</u>: (If Ordinance or Resolution, state number and title in full.)

RESOLUTION NO. 2025-09 - A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, APPOINTING THE SHERIFF OF PINELLAS COUNTY AS THE POLICE DEPARTMENT OF THE CITY FOR THE PERIOD OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026.

Motion Proposed:

TO PASS RESOLUTION NO. 2025-09

RESOLUTION NO. 2025-09

A RESOLUTION OF THE CITY OF SOUTH PASADENA, FLORIDA, APPOINTING THE SHERIFF OF PINELLAS COUNTY AS THE POLICE DEPARTMENT OF THE CITY FOR THE PERIOD OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026.

WHEREAS, the Sheriff of Pinellas County has historically provided satisfactory police service to the City of South Pasadena; and

WHEREAS, the proposed contract provides that the City will, by appropriate Resolution, appoint the Sheriff as the Police Department of the City for the term of the contract.

NOW, THEREFORE, BY RESOLUTION HEREOF, the City Commission of the City of South Pasadena hereby declares that the Sheriff of Pinellas County is appointed as the Police Department of the City and shall perform the duties and functions and shall have the power and authority thereof for the fiscal year beginning October 1, 2025 and ending September 30, 2026. The Mayor is hereby directed to execute the contract which is attached hereto marked Exhibit "A".

PASSED AN	ID ADOPTED	THIS		DAY	OF			2025.
					Arthur	Penny,	Mayor	
ATTEST:								
Carley Le	ewis, City	Cler	Σ					

THIS RESOLUTION HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE

CITY ATTORNEY.

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF SOUTH PASADENA, FLORIDA (hereinafter "CITY") and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF").

WITNESSETH:

WHEREAS, the CITY is a municipality within the boundaries of Pinellas County, Florida; and

WHEREAS, the CITY has requested that the SHERIFF furnish law enforcement protection to its inhabitants and citizens; and

WHEREAS, the CITY desires that the SHERIFF furnish law enforcement protection on a full-time basis and do and perform any and all necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the CITY; and

WHEREAS, the City Commission of the CITY has determined that the most efficient way to fulfill its responsibility of providing law enforcement protection for the year beginning October 1, 2025, and ending September 30, 2026, is by contracting with the Pinellas County Sheriff; and

WHEREAS, the SHERIFF has indicated his desire and willingness to accept and fulfill the responsibilities herein before mentioned;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. By appropriate Resolution, the City Council of the CITY shall declare that the SHERIFF shall perform the duties and functions and shall have the power and authority of a Police Department of the CITY during the contract period.

- 2. The SHERIFF shall, to the extent feasible, coordinate law enforcement functions with the CITY's Department of Public Safety. A representative from the Pinellas County Sheriff's Office will attend regular City Council meetings.
- 3. The SHERIFF hereby agrees to provide all necessary and appropriate law enforcement services in and for the CITY by providing two (2) deputies with patrol automobiles for twenty-four (24) consecutive hours each day to serve as law enforcement officers of the CITY. Said deputies shall be provided to the CITY on the basis of two (2) deputies per shift twenty-four (24) hours per day, seven (7) days per week.

The deputies assigned to the CITY are authorized to patrol and respond to calls for service in the unincorporated area adjacent to the CITY. In exchange, the CITY will receive a credit as set out in the attached work sheet to the yearly cost of service.

The SHERIFF shall make all services of the Sheriff's Office available to the CITY which includes, but is not limited to, routine marine patrol of City waters, K-9, helicopter patrol and crime watch assistance. Through directed patrol efforts, the SHERIFF will conduct periodic speed monitoring of South Pasadena's vehicle traffic as needed. Any specific problems with marine infractions that are reported to the Pinellas County Sheriff's Office will be handled as a law enforcement complaint.

4. In addition to the services described above in Paragraph 3, the SHERIFF will also provide (1) part-time Community Policing Deputy/Code Enforcement, who shall be provided on an as-needed basis. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the CITY. The community policing deputy will investigate and take enforcement actions for violations of the CITY'S Code of Ordinances, will track and prepare statistical reports for the CITY concerning the numbers and

types of violations issued on a monthly basis, and interact with both citizens and businesses to address and resolve code violation related issues. The community policing deputy will in conjunction with the CITY'S attorney, prepare and present code violations cases before the CITY'S Magistrate as necessary, and in conjunction with the CITY'S administrative/clerical staff, prepare citations, send notices of violations and appeal hearings and perform other related administrative tasks. The CITY agrees it will provide at its expense the necessary code enforcement training, the assistance of the CITY'S administrative and clerical staff for performing research, preparing and sending out notices and correspondence, and other like administrative and clerical tasks, and the appropriate office space and equipment needed for the performance of the community policing deputy's administrative duties.

- 5. The SHERIFF shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the CITY, and ordinances of the CITY. The SHERIFF shall bring appropriate charges for violations of all laws and ordinances.
- 6. It is understood and agreed that all fines and forfeitures rendered in any court as a result of charges made by the SHERIFF shall be distributed according to general law and the rules of the court.
- 7. The SHERIFF shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting this information shall be furnished to the CITY each month.

- 8. The SHERIFF shall provide each deputy who provides services under this Agreement with a patrol automobile and all other necessary or appropriate equipment. Deputies providing services under this Agreement shall operate out of the Sheriff's Administration Building or North District Station. The cost of operating and maintaining these facilities and the cost of purchasing, maintaining and repairing equipment used under this Agreement shall be borne by the SHERIFF.
- 9. The SHERIFF shall be responsible for the appointment, training, assignment, discipline and dismissal of all his law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time hereunder shall be handled by the SHERIFF in accordance with normal procedures. The SHERIFF shall defend such lawsuits and claims and pay judgments or settlements in accordance with law. The SHERIFF is in compliance with Florida Statute §448.095 which references the use of E-Verify.
 - 10. The parties to this Agreement are represented by the following attorneys:
 - a. SHERIFF OF PINELLAS COUNTY:
 Office of General Counsel
 P. O. Drawer 2500
 Largo, FL 33779-2500
 - b. CITY OF SOUTH PASADENA: City Attorney, City Hall 7047 Sunset Drive South South Pasadena, FL 33707-2895
- 11. This Agreement shall take effect on October 1, 2025, and continue in effect thereafter through September 30, 2026, unless hereafter extended upon such terms and conditions as the parties hereto may later agree, or terminated by any party upon ninety (90) days' notice in writing to the other parties.

The parties agree that where the Agreement is not terminated as provided for herein,

the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2026, in the event a replacement contract has not yet been completely executed. The CITY shall continue to pay to the SHERIFF on a monthly basis the amount due per this Agreement, until such time as a replacement contract has been approved. The parties further agree that an increase, if any, in the cost of service, shall be retroactively applied for services rendered from October 1, 2026, to the approval and execution of the replacement contract, and shall be paid by the CITY to the SHERIFF immediately for the services already provided.

- 12. With the exception of the service provided by the Community Policing Deputy/Code Enforcement, the CITY shall pay to the SHERIFF as payment in full for all of the services herein agreed to be performed by the SHERIFF, the sum of ONE MILLION ONE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED THIRTY-SIX DOLLARS AND NO CENTS (\$1,149,936.00). Payment shall be made in twelve monthly installments of NINETY-FIVE THOUSAND EIGHT HUNDRED TWENTY-EIGHT DOLLARS AND NO CENTS (\$95,828.00). Payment shall be made on the first day of each month beginning on the 1st day of October 2025. (See Attachment 1.) The SHERIFF shall invoice the CITY monthly for the services of the Community Policing Deputy/Code Enforcement based upon the actual number of hours worked at a rate of SIXTY-THREE DOLLARS AND SEVENTY-THREE CENTS (\$63.73) per hour, which shall be due upon receipt. The annual sum referenced above and the monthly amount for code enforcement services represent one hundred percent (100%) of the total cost of the contract with the CITY OF SOUTH PASADENA. (See Attachment 1.)
- 13. In no event shall this Agreement confer upon any third person, corporation or entity other than the parties hereto any right or cause of action or damages claimed against

either of the parties to this Agreement arising from the performance of the obligation and

responsibilities of the parties herein or for any other reason.

14. This Agreement reflects the full and complete understanding of the parties to it

and may be modified or amended only by a document in writing executed by the parties

hereto and executed with the same formality of this Agreement.

Remainder of the page intentionally left blank.

IN WITNESS WHEREOF,	the parties to this Agreement have caused the same						
to be signed by their duly authorized	d representatives this day 2025.						
ATTEST:	CITY OF SOUTH PASADENA						
CITY CLERK	MAYOR						
APPROVED AS TO FORM:	(CITY SEAL)						
CITY ATTORNEY							
	SHERIFF, PINELLAS COUNTY, FLORIDA						
	BOB GUALTIERI, SHERIFF						

Attachment 1

City of South Pasadena Cost of Law Enforcement Services Worksheet - FY 26

A.	Cost per Dep	uty			\$	132,550.00							
В.	Deputies by F Number 8	Post	Relief Factor 1.2	x	\$	Deputy 132,550.00						\$	1,272,480.00
				•	*	202,000.00						*	2,2,2,100.00
C. Code Enforcement (as requested) Number \$ per Hour													
	TBD	x	\$ 63.73										TBD
D.	Vehicle Cost												
	Number		# Miles			\$ per Mile		Days per Year					
	8	Х	27	Х		1.2174	X	365				\$	95,980.00
E.	Supervision												
	Number		Crime Factor			Sergeant							
	1	Х	1.993%	Х	\$	173,250.00				\$	3,453.00		
F.	Equipment												
	Number	,	Positions			Equip Cost-CD				_			
	8	/	1,387	Х	\$	656,850.00				\$	3,789.00		
G.	G. Allocated Indirect Cost (AIC)												
	Number		Positions			AIC-CD							
	8	/	1,387	Х	\$	10,701,736.00				\$	61,726.00		
Н.	Supervision, Equipment and AIC total											\$	68,968.00
l.	TOTAL										Yearly	\$	1,437,428.00
								Less Credi	t for (Coun	ty Area Patrol	\$	(287,486.00)
											Yearly	\$	1,149,942.00
											Rounding	\$	(6.00)
										Con	tract Amount	\$	1,149,936.00
								12 ו	mont	hly payments	\$	95,828.00	
	ease from prior ease from prior						\$	1,149,936.00	/	\$	1,067,520.00	\$	82,416.00 7.72%



AGENDA SUBMITTAL FORM

Ordinance: Date Submitted: 08/13/2025

Resolution: Agenda Meeting Date: 08/19/2025

Motion: X Regular Meeting Date: 08/26/2025

Information Only Submitted By: MAYOR PENNY

No Action Needed:

Written By:

Discussion:

<u>Subject Title</u>: (If Ordinance or Resolution, state number and title in full.)

TO RATIFY ENGAGEMENT LETTER WITH GRAYROBINSON FOR GOVERNMENTAL CONSULTING SERVICES

Motion Proposed:

TO RATIFY ENGAGEMENT LETTER WITH GRAYROBINSON, P.A. FOR GOVERNMENTAL CONSULTING SERVICES.

July 15, 2025

VIA EMAIL

Carley Lewis
City of South Pasadena
7047 Sunset Drive S.
South Pasadena, FL 33707

Re: Engagement Letter with GrayRobinson, P.A.

Dear Carley:

Thank you very much for your interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We appreciate the opportunity to provide governmental consulting services to the City of South Pasadena ("you"). The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will describe the terms under which that representation will occur, disclose the Firm's reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

Firm Contacts for Your Representation

You have asked that we represent the City of South Pasadena before the State of Florida on issues related to the executive and legislative branches of government, including matters related to state appropriations. The entire team of GrayRobinson's lobbyists will be available to advance your interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Kylee Anzueto and Kristen Gray, who will serve as additional contacts for this representation.

Fees, Costs and Terms

In exchange for these services, the City of South Pasadena has agreed to pay the Firm \$2,500 per month for a period of twelve (12) months beginning with an initial payment of \$2,500 due upon execution, and on the first day of each month thereafter. All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. Documented, out-of-pocket costs directly attributable to the performance of this work may be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on the City of South Pasadena's behalf for pre-approved expenses. Both the City of South Pasadena and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given.

Lobbyist Registration

Florida law requires that GrayRobinson's lobbyists must register with the state prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the state, and lobbying may not occur prior to proper registration. The registration and fee cycle is a calendar year beginning January 1 and ending December 31. Therefore, the City of South Pasadena consents for the Firm's lobbyists to register to represent the City of South Pasadena, and the City of South Pasadena agrees to reimburse the Firm for the cost of lobbyist registrations.

Lobbyist registration fees are:

- **Legislature:** \$20 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
- **Executive**: \$25 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.

Page 2

Lobbyist registration forms will be sent following the execution of this agreement. By signing below, you agree to complete and return the registration authorization, which are necessary to our representation of the City of South Pasadena during the term of this contract or after its termination should reporting periods overlap. The Firm cannot commence representation until the registration authorizations are properly filed with the state.

Similarly, local governments, before which we may need to appear on your behalf, may also have their own lobbying registration and/or reporting requirements. GrayRobinson will comply with any such jurisdictional ordinances or policies, and will not commence any representation in those jurisdictions until all necessary disclosures or authorizations are filed. You agree to facilitate any required registrations with appropriate paperwork, documentation, and payment of costs associated with such compliance.

Compensation Reporting

Florida law requires that the fees and costs invoiced by GrayRobinson for lobbying services are reportable to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, the City of South Pasadena consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by Chapter 2005-359, Laws of Florida. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by Chapter 2005-359, Laws of Florida, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as legislative branch lobbying fees, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

Confidentiality

In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of the Firm to keep strictly confidential all information about your interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it, we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis.

Generative Artificial Intelligence

As part of our commitment to providing efficient and high-quality services, the Firm may use advanced technologies, including generative artificial intelligence (AI), to assist in research, drafting, and other related tasks. The use of such technologies is supervised by our lobbyists and is intended to enhance, not replace, the judgment and expertise that we bring to this representation.

Please be advised of the following:

- **Human Oversight**: All work products generated by AI tools are carefully reviewed and validated by responsible individuals in our Firm. We do not rely on AI-generated content without human oversight.
- **Confidentiality**: We take your privacy and confidentiality seriously. Any information shared with or processed by AI tools is subject to the same rigorous confidentiality and data protection standards as all other information handled by our Firm.
- **Limitations of AI**: While AI tools can assist in streamlining certain processes, they are not infallible. The final responsibility for the accuracy, relevance, and appropriateness of any advice, document, or strategy rests with us.
- **Client Consent**: By engaging our services, you acknowledge and consent to the use of generative AI tools as part of our services. If you have any concerns about the use of AI in your representation, please inform us, and we will discuss alternative approaches to meet your needs.

Distinguishing Between Lobbying and Legal Services; Conflicts

GrayRobinson offers not only legal services but also lobbying services. The Florida Bar treats legal services differently than non-legal services, which includes lobbying and consulting. It is important to understand the distinction between those services relative to conflicts, and the scope of this representation. *This lobbyist engagement does not create an attorney/client relationship between you and our Firm.* If legal services are required by the City of South Pasadena, we will enter into a separate engagement.

Both lobbyists and lawyers must avoid conflict of interest. Lawyers may not accept a legal client adverse to another legal client in a legal matter, and our lobbyists will decline to accept a lobbying client involved in legal action against an existing legal or lobbying client of the Firm. However, legal services and lobbying are separate and distinct services for the purposes of evaluating conflicts, and, because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or application of the law by the executive branch, the positions advanced on behalf of lobbying clients may or may not differ from legal positions taken on behalf of clients in judicial proceedings. In some instances, lobbying clients may not have a legal conflict, but they may be marketplace competitors or they may take inconsistent positions on one or more lobbying issues. We will bring any such situations to your attention immediately upon discovery and we likewise ask you to contact us immediately if you have similar concerns at any time. Whenever conditions merit, we will implement and maintain an "ethics wall" to maintain complete separation of information, strategy, and personnel associated with the affected lobbying clients.

Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any other issue we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same.

I believe the above reflects our understanding. If it does, please sign this agreement and return it to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for 2026. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,

Chris Dawson

City of South Pasadena

Data



AGENDA SUBMITTAL FORM

Ordinance: Date Submitted: 08/13/2025

Resolution: Agenda Meeting Date: 08/19/2025

Motion: X Regular Meeting Date: 08/26/2025

Information Only Submitted By: MAYOR PENNY

No Action Needed:

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TO RATIFY ENGAGEMENT LETTER WITH GRAYROBINSON FOR INTERGOVERNMENTAL LEGAL SERVICES

Motion Proposed:

TO RATIFY ENGAGEMENT LETTER WITH GRAYROBINSON, P.A. FOR INTERGOVERNMENTAL LEGAL SERVICES

GRAYROBINSON

Christopher Dawson | Chris.Dawson@Gray-Robinson.com 301 East Pine Street, Suite 1400, Orlando, Florida 32801 | **T** 407.843.8880 | **F** 407.244.5690

July 15, 2025

Carley Lewis City of South Pasadena 7047 Sunset Drive S. South Pasadena, FL 33707

Re: Engagement Letter

Dear Carley:

We are pleased that you have asked GrayRobinson, P.A. to serve as your legal counsel. I appreciate the confidence you have placed in our Firm, and I look forward to working with you.

It has been our experience that things go more smoothly if both our client and we have a clear understanding in writing of the scope of the engagement and the role we have agreed to play. Consequently, our representation is limited to the matter as described below. This engagement letter will also govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made that differs materially from the terms of this engagement letter.

Scope of Representation

You have asked that we provide intergovernmental legal services to the City, including legal services related to Florida state government institutions. These services shall include legislative and regulatory analysis, grant application drafting and compliance, and legal services related to negotiation and execution of state contracts. The full breadth of the Firm's legal resources is available to you, but I will be your primary point of contract and legal professional for the scope of work described herein. If I should ever be unavailable, I encourage you to contact Kristen Gray or Nikki Day who will be secondary contacts.

Billing, Fees and Expenses

In exchange for these services, the City of South Pasadena has agreed to pay the Firm \$2,500 per month for a period of twelve (12) months beginning with an initial payment of \$2,500 due upon execution, and on the first day of each month thereafter. All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. In addition to our professional services, we will bill City of South Pasadena for all disbursements and out-of-pocket expenses made or incurred. These typically include such items as document reproduction, travel expenses, long distance telephone calls, mailing charges, facsimile charges, messenger services and filing or recording fees. We may also use computerized research or other technology services to assist in handling your matters. Those services will be used when we believe that it is appropriate to do so. Expenses incurred or advanced on your behalf will be itemized on our billing invoice. Please note, if we anticipate that substantial expenses will be incurred, we will require that you pay the vendor directly and/or we may require a deposit from you in order to cover such expenses.

You will be billed periodically, usually monthly. We are happy to discuss our billing invoice with you at any time and will welcome the opportunity to address any questions you may have. In the event you should disagree with

or question any amount, you agree to communicate such disagreement or question to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

Retainers

We may request an advance Retainer for any professional fees and/or costs associated with this matter. The Firm also reserves the right to require an additional or increased Retainer in the future based upon the scope of service anticipated. Retainers will be held without interest in the Firm's Trust Account until disbursed. Such funds may be applied in payment of professional fees owed or expenses incurred. Additionally, you may be required to replenish the funds as they are used.

Dispute Resolution

Should there arise any dispute concerning fees and costs earned and owed to the Firm and, if it becomes necessary for this Firm to retain an attorney or otherwise utilize the Firm's own attorneys to collect such fees and costs, the prevailing party to such dispute will be entitled to recover its attorney's fees, costs and expenses necessarily incurred. In addition, City of South Pasadena and this Firm each hereby waive any right to a jury trial for any controversy, dispute or claim arising out of or related to this Firm's representation of City of South Pasadena and/or this Agreement, and we further agree that venue for any lawsuit brought thereon shall be Orange County, Florida, where this agreement is deemed made and finally executed.

Advance Waiver

Because of the relatively large size of our Firm and our representation of many other clients, it is possible that one or more of our present or future clients have or will have matters adverse to City of South Pasadena. Our acceptance of your current representation will preclude us from accepting future representations adverse to City of South Pasadena which involve matters substantially related to the work we perform in the course of this engagement. However, as a condition to our undertaking the representation described in this letter, each agrees that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to City of South Pasadena with respect to matters not substantially related to the specific matter or matters for which you have engaged our services.

We agree, however, that your consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of City of South Pasadena, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to a material or potential material disadvantage to City of South Pasadena.

No Representation of Corporate Affiliates

This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged by and will represent City of South Pasadena, and that we are not being engaged to represent any of your parent companies, subsidiaries, affiliated entities, officers, directors, members, partners, shareholders or employees.

Generative Artificial Intelligence

As part of our commitment to providing efficient and high-quality legal services, GrayRobinson may use advanced technologies, including generative artificial intelligence (AI), to assist in legal research, document drafting, and other related tasks. The use of such technologies is supervised by our qualified attorneys and is intended to enhance, not replace, the legal judgment and expertise that we bring to your case.

Please be advised of the following:

- Human Oversight: All work products generated by AI tools are carefully reviewed and validated by licensed attorneys in our firm. We do not rely on AI-generated content without human oversight.
- Confidentiality: We take your privacy and confidentiality seriously. Any information shared with or processed by AI tools is subject to the same rigorous confidentiality and data protection standards as all other information handled by our firm.
- Limitations of AI: While AI tools can assist in streamlining certain processes, they are not infallible. The final responsibility for the accuracy, relevance, and appropriateness of any legal advice, document, or strategy rests with our attorneys.
- Client Consent: By engaging our services, you acknowledge and consent to the use of generative AI tools as part of our legal services. If you have any concerns about the use of AI in your case, please inform us, and we will discuss alternative approaches to meet your needs.

Termination

Unless previously terminated, our representation will terminate as follows: (1) if this is the only matter in which we represent City of South Pasadena, our representation will terminate upon our sending our final invoice for services rendered in this matter; and (2) if we represent City of South Pasadena in more than one matter, our representation of each matter will terminate upon sending the final invoice for that matter, and the attorney-client relationship will terminate completely (absent any new or subsequent engagements) upon our sending the final invoice in the last open matter.

Client Review

I am happy to answer any questions you may have regarding this engagement agreement. Likewise, you have the right to have this agreement reviewed by an outside party or other professional prior to signing. You understand that the Firm is not engaged until the signed original engagement agreement is returned to us, including any requested advance Retainer.

Entire Agreement

These terms, and the attached Additional Understanding Regarding Representation and Privacy Policy, which are incorporated by reference, constitute our entire Agreement for the representation of City of South Pasadena in this matter. There are no other arrangements or agreements regarding our representation of you which are not expressed in this Agreement. Any modification of the Agreement must be in writing, by mail, fax or e-mail. The Agreement is binding on you and on GrayRobinson, and the respective legal representatives and successors of each.

If the terms of this engagement as set forth in this letter meet with your approval, please indicate by having the extra copy of this letter signed in the space provided below and return it to our offices.

We appreciate the confidence and trust you have placed in us as your legal counsel, and I encourage you to communicate with me if at any time you have questions on the status or progress of your matters. I look forward to working with you and your staff on any matters you deem appropriate. If you have any questions, please do not hesitate to contact me.

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