



City of South Pasadena

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AGENDA

ADMINISTRATIVE WORKSHOP
SOUTH PASADENA, FLORIDA

TUESDAY, OCTOBER 1, 2013
COMMISSION CHAMBERS
IMMEDIATELY FOLLOWING THE
AGENDA MEETING
(Approximately 9:15 a.m.)

CALL TO ORDER
ROLL CALL

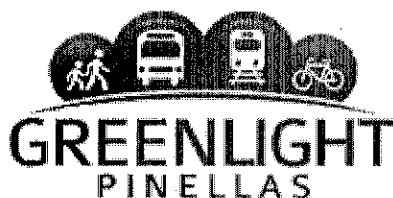
DISCUSSION ITEMS

- Greenlight Pinellas with Janet Recca, PSTA
- RFP IT
- Mayor Calabria's Concerns with GrayRobinson Invoices
- City Clerk Replacement

ADJOURN

Mary Braisted, City Clerk

In accordance with the Americans with Disabilities Act and F.S.286.26, persons with disabilities needing special accommodation to participate in these proceedings should contact the Clerk's Office at (727) 347-4171 no later than 72 hours prior to the meeting.



Get Informed Join the Conversation

Get Involved

The Greenlight Plan

Throughout the summer, the Greenlight Pinellas conversation will take place and the Greenlight Plan will start to emerge. Throughout this entire process, Greenlight Pinellas is committed to hearing from all communities – to make sure once a plan is developed, everyone has had their chance to contribute.

Many important technical documents will be used to inform the Greenlight Plan and some of those documents are available to you here. Below, you will find the Alternatives Analysis which was completed recently by the Florida Department of Transportation, the Metropolitan Planning Organization, the Pinellas Suncoast Transit Authority, and the Tampa Bay Regional Transportation Authority. In addition, you'll find the first draft recommendations for the Community Bus Plan. Over the summer, the Land Use plan as well as the Accountability plan will be completed. Keep up with Greenlight Pinellas by signing up [here](#) for more information!

PSTA Community Bus Plan

The Pinellas Community Bus Plan is an in-depth study of the PSTA bus system that will identify strengths, areas for improvement, and make suggestions to improve efficiency and increase ridership. The Bus Plan will look at the changing mobility needs of the county's residents, workers, and visitors, with the result being not just a document but improved public transit service on the street.

MEMORANDUM (1 of 2)
(Delivered by Hand, 9/16/2013)

2013 SEP 16 AM 11:21

CITY OF
SOUTH PASADENA, FL

To: Vice Mayor Gail Neidinger, Cmrs. M. Elson, B. Howry and A. Penny
From: Mayor Dan Calabria
September 16, 2013

Re: "Workshop Finance Department, August 20, 2013"

The referenced report caused me to inquire about the legal bills from Gray Robinson.

The request for a budget amendment increasing the Fire Department Legal Expense came as a surprise.

As you know, under circumstances with which I am not familiar, the fee agreement with Gray Robinson signed in November, 2012, was increased from the proposal originally submitted, which had previously been approved and accepted by the City Commission during the search for a city attorney.

As a result, I undertook a review of the Gray Robinson invoices over some previous months, which were available to me at that time.

The review was recently completed and is now included for your information.

It is self-explanatory and I welcome your comments, responses to the results of the review and a meeting to discuss same.



Dan Calabria
Mayor, South Pasadena

MAYOR	<u>DL</u>
V.MAYOR	<u>Howry</u>
COMM	<u>[Signature]</u>
COMM	<u>[Signature]</u>
COMM	<u>[Signature]</u>
CITY CLERK	<u>[Signature]</u>
CITY ATTORNEY	<u>[Signature]</u>
FINANCE	<u>[Signature]</u>
PUBLIC WORKS	<u>[Signature]</u>
PUBLIC SAFETY	<u>[Signature]</u>
IMPROVEMENT	<u>[Signature]</u>

MEMORANDUM (2 of 2) (4 pages)
 (Delivered by Hand 9/16/2013)

To: Vice Mayor Gail Neidinger, Cmrs. M. Elson, B. Howry and A. Penny
 From: Mayor Dan Calabria
 September 16, 2013

Re: Gray Robinson Invoice Reviews

I have completed a review of the last several months of invoices received from Gray Robinson. As you will see there are a number of questions that require further review and answers. In some cases, I am not familiar with the details and therefore am unable to express an opinion. In other instances, questions are raised that also require specific responses and I anticipate the result will be credits to the City on future invoices. The references are to actual dated invoices reviewed. The (#_) refers to the line item on the invoice, which are *NOT* numbered on the invoices.

February 18, 2013, (included with the April 4 invoice) Non-retainer matters, 551057-2, 1/22/2013, nature of issue – if this was about the use of the term “Re-Elect” in campaign literature, the city attorney cited an “Advisory Opinion” that has no basis in law, which I pointed out to him in a written email response. As a result, it cannot be the basis of a legal opinion that was specifically requested of him.
This was NOT a “non-retainer” matter. **Total \$292.50 = credit.**

March 13, 2013 Non-retainer matters 551057-2, 2/1/13 (#1) Town Hall meeting, \$97.50, should NOT be included as a non-retainer matter; it is covered as a retainer matter. 2/3/13 (#2) Comprehensive plan amendment \$292.50, is NOT a non-retainer matter since it is covered as a retainer matter.
 (See para #4 of Legal Services Agreement.) **Total \$390.00 = credit.**

April 23, 2013, Non-retainer matters, 551057-2, 3/11/13 (#1), 3/14/13 (#2), 3/14/13 (#3) – all three are blocked out and specifics are unknown, details are required – reserve comment. 3/21/13 (#4), 3/22/2013 (#5), 3/25/2013 (#6) and 3/25/2013 (#7).
Total \$955.50 – to be determined.

May 8, 2013, Non-retainer matters, 551057-2 4/22/2013, (#2), \$58.50 and 4/30/2013 (# 5) \$117.00 – why are these non-retainer matters? Both of these items describe “General matters” on the May 8, 2013 “Statement #10341759” (#8).

Total \$175.50 = credit.

May 8, 2013, General matters, 551057-1 4/19/2013 (#8), email from attorney general's office re: red light cameras – no explanation?
4/29/2013 (#13), Causeway Village manager – no explanation?
4/30, 2013, (#15) mobile home relocation issue – no explanation? **To be determined.**

June 24, 2013, General matters, 551057-1

who prepared this invoice? No attorney name identified on invoice.

5/13/2013 (#8), "Review email on BP contract"? What email, from/to whom?

5/14/2013 (#10), "Post meeting with council member" – name of council member and subject?? 5/17/2013 (#11), "Telephone conference with Cmr. A. Penny about public comment" (see (#23) below, Res. 2006-9).

(5/24/2013 (#14), ACF contract confirms that all ACF matters are Retainer Matters.)

To be determined.

June 24, 2013, General Non-retainer, 551057-2 (#1, #3, #6, #7, #8) – all of the foregoing refer to "red light camera case" with which I am not familiar.

Reserve comment – **to be determined.**

(#9, #10) – amending redevelopment plan and "emergency notice" - both of these are NOT non-retainer matters – they are regular retainer matters. **Total \$292.50 = credit.**

(#15 & #18) – email from Dan Calabria – these are retainer matters –

NOT Non-retainer matters – see email exchange.

Total \$117.00 = credit.

#20 – re: ATS (red light cameras) this is a retainer matter.

Total \$351.00 = credit.

5/29/2013 – Motley Rice/BP Claim – how can this possibly be a non-retainer matter when Gray Robinson will be paid a contingency fee AND the Motley Rice agreement includes a provision for "expenses"??

Total \$156.00 = credit.

(#22 and #23) "Rules of Procedure" – NOT a non-retainer matter – had the city attorney read resolution 2006-09 ("Rules of Procedure for City Commission Meeting") he would have learned that this was inappropriate and would not have prepared a "Resolution," which was subsequently withdrawn by Cmr. Penny who had requested the so-called "Decorum" resolution.

Total \$653.00 = credit.

July 10, 2013,* General, Non-retainer matters, 551057-2 6/4/2013 (#1) red light cameras ("RLC") \$156.00; 6/5/2013 (#2), RLC, \$429.00; 6/10/2013 (#3), RLC, \$58.50; 6/11/2013 (#4), RLC, \$292.50; 6/12/2013 (#5), RLC, \$253.50; 6/18/2013 (#6), RLC, \$78.00; 6/19/2013 (#7), RLC, \$741.00 and 6/28/2013 (#9), RLC, \$175.00.

Total \$1,983.50 = credit.

*Please refer to "Agreement for Legal Services," "Services included in retainer," paragraph 4, -

"Keep the City Commission and Department Heads aware of legal requirements for compliance with new laws and regulations."

As a result, matters related to the new law relative to red light cameras are included in the signed "Agreement for Legal Services" and are NOT non-retainer matters.

6/24/2013 (#8) – This “conflict of interest check” was required under the terms of the Motley Rice/BP Agreement to be submitted to Motley Rice by Gray Robinson as co-counsel (the law firm referring a client to Motley Rice) – it is a separate, underlined, 2 line paragraph in the agreement. Co-counsel, Gray Robinson (Naples office?), is the referring co-counsel in this case and therefore it appears that Gray Robinson is eligible for a portion of any contingency fees paid by BP. In addition, my request for a copy of this “conflict check” was made directly to Motley Rice (Kevin Dean), NOT Gray Robinson or David Ottinger.

Despite my direct request, we received this “conflict check” from the City attorney who is effectively claiming that he, David Ottinger, and Gray Robinson do not have a conflict of interest in the case, which is simply a contradiction in terms. **Total \$136.50 = credit.**

July 19, 2013 – Firefighters- Collective Bargaining, Total - \$11,914.50.

Unfortunately, I am not in a position to comment on this charge since I have no basis of comparison with past experiences and billings for the collective bargaining of another member of the Gray Robinson firm, Guy O. Farmer, Jacksonville, FL.

However, the breakdown of hours listed, Ottinger, 5.3, for \$1,033.50 and Farmer, 55.8 for \$10,881.00, add up to +61 hours, or more than a week and a half, based on a 40 hour week, is significant, i.e., did the process involve numerous, contentious issues that required +61 hours of legal involvement and negotiations?

In a discussion with Dayton Saltsman and Jim Graham it appears that 3 meetings were held at the time with Guy Farmer in attendance, which raises the question if we were billed for travel and/or related expenses, which I understand are not permitted.

Please Note

In addition, it's my understanding that there is another pending invoice for a total of 37.5 hours (G. Farmer) and 2.5 hours (D. Ottinger) for an additional 40 hours at \$7,839. This brings the total for the union project to +\$103.3 hours (equal to 2-1/2 forty (40) hour weeks) for a total of \$19,753.50, the equivalent of more than six (6) months of the annual retainer of \$3,100 per month – and it appears that this project is ongoing. Since I have not seen this latest invoice, I'm not able to determine what all is involved.

However, it is more than obvious that these, as well as all other invoices, require the consideration of the suggestions for invoice processing outlined in the proposal that has been submitted by Jim Graham, Director of Finance, which I applaud and support.

In summary, I believe the City is at least entitled to a total of \$4,411 in credits for unwarranted charges, subject to a review of the most recent charges. In addition, the amount of \$1,033.50 charged by the City Attorney for the “Collective Bargaining” (July 19, 2013) invoice is also unwarranted based on the fact that the /City hired a member of Gray Robinson for precisely this purpose.

Therefore, the total credit currently due to the City is at least \$5,444.50, not including the invoice not yet received or reviewed. However, we also need responses to those items marked as “To be determined” for verification and or credit.

After you have reviewed this information I it's important to have a special meeting with all Commissioners in order to confirm the accuracy of what is noted and make any changes/corrections that we determine are warranted. I also believe the full Commission has to weigh in on this in order for all of us to come to some conclusions as we go forward.

I'll be happy to meet with you after you review the foregoing and a decision can be made relative to how to proceed with Gray Robinson in correcting and adjusting the various items as required. Please let me know of a convenient date and time for all concerned to discuss this important matter. Thank you.



Dan Calabria
Mayor, City of South Pasadena