

## **TENTH AMENDMENT TO ATTORNEY-CLIENT AGREEMENT**

This Tenth Amendment to Attorney-Client Agreement by and between the City of Haines City, a municipal corporation under the laws of the State of Florida (“Client”), and Reilly International Law Firm, P.A., a Florida professional services corporation (“Attorney”), is entered into this September 5, 2024.

**WHEREAS**, the Client and Attorney entered into an original Attorney-Client Agreement effective August 18, 2012, and subsequently amended the original Attorney-Client Agreement by extending the term of such Agreement, and

**WHEREAS**, the parties wish to extend the term of the Attorney-Client Agreement, and add a revised provision related to termination.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual promises and agreements herein, the parties hereto agree as follows:

1. The term of this Attorney-Client Agreement, as amended, shall be extended from October 1, 2024 through September 30, 2025.
2. Paragraph 17 of the Attorney-Client Agreement shall be amended to add the following revised provision:

“17. Termination of Attorney.

A. The City Commission may choose to terminate Reilly. In the event that the City Commission chooses to terminate Reilly, it shall (i) place the issue on the City Commission Agenda (as an Agenda Item) for a regularly scheduled public meeting, and (ii) do so by a simple majority vote at such regularly scheduled public meeting.

B. Section 215.425 (Extra compensation claims prohibited; bonuses; severance pay), Florida Statutes, states that a unit of government that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an officer, agent, employee, or contractor must include the following provisions in the contract:

1. A requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation.
2. A prohibition of provision of severance pay when the officer, agent, employee, or contractor has been fired for misconduct, as defined in s. 443.036(29), by the unit of government.

C. Severance Pay to Attorney.

1. Upon City's termination of this Agreement, City shall pay Attorney severance pay in an amount not to exceed the most recent twenty (20) weeks of compensation paid to Attorney.
2. Upon City's termination of this Agreement, no severance pay shall be paid to Attorney by City if Attorney has been fired for misconduct, as defined in s. 443.036(29), Florida Statutes."

3. All other terms and conditions of Attorney-Client Agreement shall remain in full force and effect, as amended, until proper termination thereof, or until modified by mutual agreement by means of an amendment to the agreement properly executed by both parties.

**IN WITNESS WHEREOF**, the Client and Attorney have caused this Ninth Amendment to Attorney-Client Agreement to be executed by their duly authorized representatives.

**CITY OF HAINES CITY**

**REILLY INTERNATIONAL LAW FIRM, P.A.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Omar Arroyo, Mayor-Commissioner

Fred Reilly, President

Date: August 5, 2024

Date: August 5, 2024

**ATTEST:**

City Clerk

City of Haines City

By: \_\_\_\_\_

Sharon Lauther, CMC, City Clerk