

RESOLUTION NO. 2025-47

**A RESOLUTION OF THE CITY OF DELTONA, FLORIDA;
AUTHORIZING PARTICIPATION IN THE LITIGATION
STYLED SHANE BENGELSDORF V. CITY OF DELTONA;
AUTHORIZING REPRESENTATION THROUGH CITY
ATTORNEY'S OFFICE AND OUTSIDE LEGAL COUNSEL;
PROVIDING FOR IMPLEMENTATION AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, a dispute has arisen involving a complaint for declaratory judgment against the City of Deltona by Shane Bengelsdorf (the "Dispute"); and

WHEREAS, the Dispute has resulted in filing of litigation in Florida's 7th Judicial Circuit in and for Volusia County, styled as *Shane Bengelsdorf v. City of Deltona* and identified by Case Number 2025-11911-CODL (the "Litigation"); and

WHEREAS, this case matter the City was served on February 27, 2025 and an answer is due on or before March 19, 2025; and

WHEREAS, the City's insurance carrier is still determining if coverage exists for this case matter; and

WHEREAS, it is in the City's best interest to engage outside legal counsel in this matter; and

WHEREAS, the City Commission desires to engage Tessitore Mari Scott, PLLC as Outside Counsel to represent City in the Litigation in accordance with the terms of the proposal attached hereto as Exhibit "A"; and

WHEREAS, the City Commission also desires to authorize the City Attorney, TG Law, PLLC ("TG Law"), to represent the City in the Litigation and supervise the City's Outside Counsel in accordance with the terms of TG Law's contract dated November 2, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:

Section 1. Recitals Adopted. That each of the above recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Litigation Authorized. That participation in the Litigation is authorized hereby authorized.

Section 3. Representation Authorized. That Tessitore Mari Scott, PLLC and TG Law, PLLC are each duly authorized to represent the City of Deltona pursuant to their respective Proposals and Contracts.

Section 4. Implementation. That the City Manager or his designee is hereby authorized to take any action which is necessary to implement this Resolution.

Section 5. Effective Date. That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
DELTONA, FLORIDA, THIS _____ DAY OF _____, 2025.**

BY: _____

Santiago Avila, Jr., MAYOR

ATTEST:

Joyce Raftery, CMC, MMC, CITY CLERK

Approved as to form and legality
for use and reliance of the City of
Deltona, Florida

TG Law, PLLC, CITY ATTORNEY

1485 International Parkway
Suite 2031
Lake Mary, FL 32746



321-363-1634
Tessmari.com

March 6, 2025

(via e-mail)
City of Deltona
c/o Gemma Torcivia, Esq.
City Attorney, City of Deltona
2345 Providence Blvd.
Deltona, FL 32725

Re: Legal services retention regarding Bengelsdorf v. City of Deltona; case no. 2025-11911-CODL

Dear City Attorney Torcivia:

I am pleased to submit this letter to the City of Deltona as to my retention to represent the City in the above litigation, Shane Bengelsdorf v. City of Deltona (case no. 2025-11911-CODL), which is pending in the County Court of the Seventh Judicial Circuit, in and for Volusia County. I agree to this, and sincerely thank the City for the opportunity to undertake this engagement.

This letter's purpose is to confirm my retention if the City wishes to retain me, and provide information as to my fees and billing policies, and other terms which will govern our relationship. I do not wish to be overly formal, but find it helpful to confirm the nature and terms of our relationship. Of course, I welcome any questions as to the terms discussed herein, and any aspects of the attorney-client relationship. Communication is essential to the attorney-client relationship, and my efforts on your behalf. I welcome any questions, feedback, or other communications at any time, and fully invite the same.

Fees and Billing Policies: For my and my firm's services, I offer rates of \$275.00 per hour for partner/attorney time, \$215.00 per hour for associate/attorney time, and \$130.00 per hour for paralegal time. We bill our time in 1/10-hour (i.e., 6-minute) increments. We prepare and submit our bills for payment monthly (assuming billable work has been performed in a given month). We charge for all time spent representing client interests, including but not limited to: telephone calls and conferences with your representatives; conferences amongst our legal and paralegal personnel; legal research; responding to client requests for information; preparation of documents; necessary attendance at any proceedings, hearings, meetings, or other events; and travel. Our rates apply to the time spent on each task. Our invoice will be itemized, and include a brief description of the task, the amount of time spent on the task, and the total fee for the task. Each invoice is payable upon receipt, and we reserve the right to charge interest of 1.5% per month on any unpaid balance not paid within thirty (30) days of the billing date. Should we

receive a payment at a time when more than one invoice is outstanding, we will apply the payment to the oldest, outstanding bill

From time-to-time, but typically not often, we examine our billing rates and may adjust/increase our rates. We undertake such examination to account for increases in our cost of delivering legal services, economic factors, and the augmentation of a particular lawyer's ability and experience. For example, such an examination may be needed for engagements which last longer than one year. You will be informed of any such increases in writing, and they will be applied prospectively following such notification. You maintain full discretion as to whether to agree to any such increases. Should you not agree to any such increases, you are required to notify us of the same within thirty (30) days of receipt of our written notification. Should you not object within such time, you will be deemed to consent and agree to the adjusted rates.

Costs: You will be responsible for all charges we incur during this engagement, and for reimbursing us for any actual costs advanced on your behalf. We are committed to remaining at the cutting edge of computer and communications technology so as to provide you with a competitive advantage in technological efficiencies. Our charges may include, but are not limited to, charges for copying (\$0.25 per page for black-and-white copies, \$0.50 per page for color copies); messenger services; computer research services; travel expenses; lodging for out-of-town trips; and court filings. These charges may also include any applicable sales or service tax.

Experts, Consultants, and Investigators: It may become necessary for us to hire expert witnesses, consultants, and/or investigators to fully serve and consider your interests. We will not hire such persons unless you agree to pay their fees and charges, but we will select the persons to be hired. It is understood that your refusal to authorize the hiring of such persons, when we considered it necessary, could greatly injure or affect our ability to serve your interests, and if the absence of such persons makes it impossible, in our discretion, to continue with our representation of you, we may be forced to terminate our engagement.

Potential for Conflicts of Interest: My firm and I represent a variety of private entities and individuals, and governmental entities, throughout the state. We have not identified, and do not foresee, any conflicts of interest which could impact our ability to represent you. But, should we become aware of any potential conflicts, we will immediately and fully inform you of the same, and take any actions necessary to protect your interests and the interests of any third parties who may be affected.

No Guarantees: By signing below, the City acknowledges I have made no guarantees as to the outcome of the above case/matter, and my efforts on the City's behalf. I have not given you any assurance or guarantees concerning the success of this engagement or our services or otherwise as to any outcomes, nor accepted any contractual obligation in that regard.

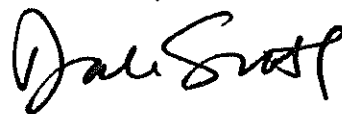
March 6, 2025
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Completion of Representation: Your retention of me and my firm is, of course, terminable at will. However, termination of our services will not extinguish your obligation to pay any fees and expenses incurred before termination.

* * *

If the City wishes to finalize my retention, please sign below and return a copy of this letter to me. I thank you for your attention to this matter.

Sincerely,



Dale A. Scott

DAS/eah

cc: Dale "Doc" Dougherty, City Manager, City of Deltona (via email)
Deborah James, FRP, Paralegal, City of Deltona (via email)

SIGNED AND APPROVED BY CITY OF DELTONA:

Signature: _____

Print name: _____

Office/Title: _____

Date: _____