

City Attorney Agreement

THIS CITY ATTORNEY AGREEMENT ("Agreement") for legal services made and entered into this _____ day of _____ 2021, by and between the City of Deltona, a Florida municipal corporation, ("City"), and Fowler, Feeney & Associates, P.A., ("City Attorney") ("Firm").

Section 1: Qualifications, Powers and Duties

A. The attorneys providing the services on behalf of the City Attorney shall at all times during the term of this Agreement maintain the qualifications of City Attorney as specifically set forth in Section 7(3)(a) of the Deltona City Charter. Such attorneys shall have the powers and duties of the City Attorney as set forth in Section 7(3)(b) of the Deltona City Charter. City Attorney shall provide all legal services to the City of Deltona as requested by the City for the compensation as set forth in Section 3 hereof. This will include all legal work as required by the City unless the City Attorney recommends a legal specialist for a specific matter and receives the concurrence of the City Commission as to that hiring and resulting expenses related thereto.

B. The Firm will dedicate a minimum of 16 hours per week at City Hall and be available for additional meetings as scheduled by the City. The attorneys will be available 24/7 as to phone calls, texts and emails from the City Commission.

C. The Firm will attend all regular City Commission Meetings/Workshops as directed by the City Commission.

Section 2: Independent Contractor

City Attorney is an independent contractor and not an employee, and the City shall have no duty or liability for the provision of any benefits or other expenses to the City Attorney, including, but not limited to health/disability/life insurance, retirement contributions, vacation or sick leave, severance pay, cell phone, bar association fees, or professional fees.

Section 3: Compensation

City attorney shall be compensated at the rate of \$215.00 (Two Hundred Fifteen dollars) per hour. Compensation will be paid monthly after billing by City Attorney. Annual Adjustment: The above rates shall be adjusted annually commencing on October 1, 2022, by increasing same by the greater of 4% or the percentage increase in the Consumer Price Index for All Consumers as published by the U.S. Department of Labor Statistics, for the 12 months ending on August 31st, or as parties might otherwise agree. A monthly report detailing the work with a list of all services rendered during the previous month is due by the end of the billing month and is not tied to payment of the retainer. Out of pocket expenses incurred in representing the City, such as court reporter services, filing fees, expert witness expenses, postage expenses, copy costs and research fees with Lexis Nexis, shall be separately paid by the City, in addition to the monthly compensation.

Section 4: Term

The Fowler Firm. ("Firm") was appointed as City Attorney by the Deltona City Commission on November 6, 2017. Pursuant to the City's Charter, Section 7 (l)(a)- Charter Officers, the City Attorney must be approved by a supermajority of the full City Commission and serves at the pleasure of the City Commission. If the Firm desires to terminate its legal representation of the City - the Firm will provide 90 days' notice to the City to allow appropriate time to secure a replacement. If the City desires to terminate the Firm Section (1)(b) of the City Charter provides that the City Attorney may only be removed by a supermajority vote of the full City Commission. This contract will take effect immediately, but the financial terms found in Section 3 - Compensation will take effect on _____, 2021.

Section 5: Insurance

City Attorney shall provide and maintain, during the term of this Agreement, without cost to the City, insurance in the following types and with a company or companies authorized to do business in the State of Florida:

- (A) Professional liability insurance with the minimum limits and coverage of \$1,000,000. Professional liability insurance shall be maintained for at least one year from the termination of this Agreement.
- (B) General liability insurance with the minimum limits and coverage of \$1,000,000 per occurrence.
- (C) Automobile liability insurance with a limit of not less than \$1,000,000 combined single limit each accident.
- (D) Workers' compensation insurance in accordance with Florida Statutes, Chapter 440.

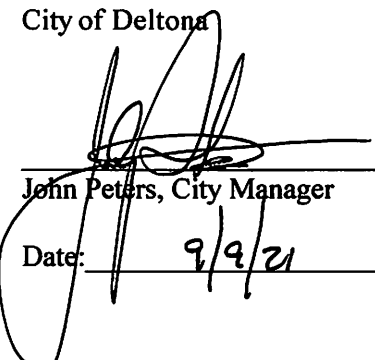
Section 6: Assignment/Integration

The City Attorney Agreement shall not be assigned or transferred in any manner by either party unless any such assignment is expressly agreed to in writing and signed by both parties. The entire agreement between the parties is incorporated herein.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this City Attorney Agreement for the purposes stated herein.

City of Deltona



John Peters, City Manager

Date: 9/9/21

Fowler, Feeney & Associates, P.A



James A. Fowler, For the Firm

Date: 9-9-21