

AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2024 by and between the CITY OF DELTONA (“CITY”), 2345 Providence Boulevard, Deltona, Florida 32725 and TG LAW PLLC, a Florida Limited Liability Company, 515 N. Flagler Drive, Suite 350, West Palm Beach, Florida 33401 (hereinafter “FIRM”).

WHEREAS, the CITY has decided to utilize the service of the FIRM to provide legal services to the CITY and the FIRM agrees to serve in such capacity.

WHEREAS, the FIRM agrees that it will not hire any previous law firms or attorneys that have served for the City of Deltona to work for the FIRM in its capacity as City Attorney for City of Deltona.

NOW THEREFORE, the parties, intending to be legally bound, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY and the FIRM hereby agree as follows:

1. The FIRM hereby agrees to serve as City Attorney for the CITY and to provide legal representation on all matters relating to the CITY. The responsibilities and duties of the FIRM include but are not limited to:

- A. Physically attend all meeting of the City Commission (regular and special) unless otherwise excused by the City Commission;
- B. Physically attend other meetings as requested or deemed appropriate by the City Commission and City staff unless otherwise excused by the City Commission;
- C. To be available on call seven days a week, at reasonable times, to communicate with the members of the City Commission, and City staff regarding legal matters;
- D. To prepare and/or review all governance documents, referenda, contracts, agreements, policies, procedures, personnel matters and City agenda items;
- E. To provide appropriate training to City staff, and the City Commission, as needed, pertaining to legal issues such as Sunshine Law, public records, parliamentary procedures, ethics, etc.;
- F. To give legal opinions and interpretations as requested;

- G. Provide the City Commission and City Manager timely updates regarding changes in the law (legislation or cases) that may affect City operations, policies or activities.
 - H. To represent the City at administrative hearings;
 - I. To recommend, coordinate and oversee the retention of outside legal counsel, when appropriate;
 - J. When requested by the City Commission, to perform investigations;
 - K. Attend other meetings and legal services as requested by the City Commission;
 - L. Provide advice and representation involving labor and employment matters regarding employee disciplinary and discharge matters; and,
 - M. Facilitate the adherence to provisions of the Charter of the City of Deltona, and drafting appropriate ordinances, resolutions, legislation, service agreements, interlocal agreements, and other documents and instruments to collaboratively and cooperatively achieve the City's objectives in the most cost effective and time efficient manner.
2. Compensation (City will select Option A or Option B below):

_____ OPTION A: The parties agree that the FIRM shall receive a monthly flat-fee for the above legal services (A-M) with no monthly cap on hours in the amount of: \$40,900 per month. The FIRM will provide a monthly City Attorney report to the City Commission. The FIRM will submit a monthly invoice for the previous month's legal services that will provide that it was for: "Legal Services as City Attorney for [MONTH] [YEAR]" and will not include itemized billing with payment to be made by the CITY within fifteen (15) days of submission of the invoice. The City will provide paralegal services, access to Westlaw or Lexis-Nexis for the City provided paralegal, and at least one (1) dedicated office for full time use by FIRM at City Hall. The FIRM's fee shall be

increased by three percent (3%) annually based on evaluations to be done during the month of July per the City Commission's Operating Guidelines & Meeting Rules and Procedures, commencing October 1, 2025.

_____ OPTION B: The parties agree that the FIRM shall be compensated at the rate of \$250.00 an hour, for the above services (A-M) rendered by attorneys of the FIRM. The FIRM agrees to perform the above services (A-M) and provide a monthly itemized invoice that is not to exceed 167.50 hours (\$250/hour X cap of hours per month of 167.50 hours = \$41,875). The City will provide paralegal services, access to Westlaw or Lexis-Nexis for the City provided paralegal, and at least one (1) dedicated office for full time use by FIRM at City Hall. All phone calls and virtual communications shall be billed at 6-minute increments. The FIRM's fee shall be increased by three percent (3%) annually based on evaluations to be done during the month of July per the City Commission's Operating Guidelines & Meeting Rules and Procedures, commencing October 1, 2025. The FIRM shall submit itemized invoices for services rendered on a monthly basis with payment to be made by the CITY within fifteen (15) days of submission of the invoice.

3. The parties agree that, if authorized by the City Commission or City staff, that the FIRM will undertake representation of the City in matters of general litigation and shall defend the City and City Commission in lawsuits as needed at \$250.00 an hour. The parties further agree that, if authorized by the City Commission or City staff, that the FIRM will undertake representation of the City in matters outside the scope of the services enumerated in A-M above at a rate of \$250.00 an hour. All phone calls and virtual communications shall be billed at 6-minute increments.

4. The parties agree that the FIRM shall present all additional costs for legal fees to the City Commission for approval in order to be reimbursed by the CITY. The expenses and costs may include, but are not limited to, out-of-pocket expenses for filing fees, mileage (at the prevailing FL rate with a starting location of Deltona City Hall), and other usual and customary expenses dealing with litigation. In the event of unusually large costs or expenses, the FIRM reserves the right to require a cost deposit from the CITY prior to undertaking the expenditure of funds on the CITY's behalf.

5. No travel time or mileage will be billed to the CITY for attendance by the FIRM at meetings in Volusia County.

6. This document contains all of the terms and conditions of this Agreement and shall only be subject to modification upon mutual agreement, in writing, of the parties to the Agreement.

7. The City may necessarily require legal expertise beyond the scope of the City Attorney, additional City Attorney, or Special Counsel legal service roles contemplated herein. Subject to the concurrence or recommendation of the City Manager and, if required, the approval of the City Commission, the FIRM shall have the authority to use or retain on behalf of the City such additional consultants, experts, or counsel that it deems necessary to implement the objectives and programs of the City. The City's concurrence and/or approval shall be first requested of the City in writing and shall include a scope of services and proposed compensation for each additional consultant, expert, or counsel requested.

8. Prior to commencing work under this agreement, the FIRM agrees to procure and maintain during the life of this agreement professional liability insurance in the amounts and terms as required by law, and to provide the City with proof of such insurance. Any changes in

the insurance carrier, insurance limits, terms or conditions shall be provided and discussed with the City prior to any change becoming effective, except for a non-substantial change made by the carrier on its own and over which the FIRM has no control. The decision as to whether a change is non-substantial shall be in the sole reasonable discretion of the City. This provision shall survive the termination of this agreement.

9. Either the CITY or the FIRM may terminate this agreement, without cause, after providing twenty (20) days written notice to the other party.

10. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

- a. City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725
- b. Gemma Torcivia, Esq.
TG Law PLLC
515 N. Flagler Drive, Suite 350
West Palm Beach, FL 33401

CITY OF DELTONA, FLORIDA

TG LAW PLLC

By: _____

By: Gemma Torcivia