

AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2025 by and between the TOWN OF JUNO BEACH, 340 Ocean Drive, Juno Beach, FL 33408 (hereinafter “TOWN”), and TG LAW PLLC, a Florida Professional Limited Liability Company, 515 N. Flagler Drive, Suite 350, West Palm Beach, Florida 33401 (hereinafter “FIRM”) (collectively “the Parties”).

WHEREAS, the TOWN has decided to utilize the services of the FIRM to serve as Town Attorney for the TOWN and the FIRM agrees to serve in such capacity.

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

1. The FIRM hereby agrees to serve as Town Attorney for the TOWN and to provide legal representation on all matters relating to the TOWN. The responsibilities and duties of the FIRM include but are not limited to:
 - A. Attend all meetings of the Town Council, Planning & Zoning Board, and other required public meetings;
 - B. To be available to communicate with all members of the Town Council, and Town staff regarding legal matters;
 - C. To draft and/or review as needed all contracts, agreements, resolutions and ordinances for the Town;
 - D. To prepare Town Council items and legislative items;
 - E. To provide Town Attorney services for the Town’s day-to-day matters to include: Town Administration/Town Management matters; general Procurement/Purchasing matters; general Planning and Zoning matters; general Building matters; general Code

Compliance matters; general Human Resources matters; general Communications and Cultural Affairs matters; general Financial Services matters; general Police matters; general Public Works matters; and general ethical matters.

F. To provide appropriate training and support to the Town Council and Town staff, as needed, pertaining to legal issues such as Sunshine Law, public records, parliamentary procedures, ethics and the like; and,

G. To oversee insurance defense, tax and bond counsel.

2. The Parties agree that the TOWN shall pay the FIRM a monthly flat-fee retainer for the above legal services (A-G) in the amount of \$8,950.00. The FIRM will submit a monthly invoice for the previous month's legal services (A-G) that will provide it was for: "Legal Services as Town Attorney for [MONTH] [YEAR]" and will not include itemized billing with payment to be made by the TOWN within fifteen (15) days of submission of the invoice.

3. The Parties agree that for matters not covered by the monthly flat-fee retainer detailed in Section 2 of this Agreement, the TOWN shall compensate the FIRM at an hourly rate of \$250.00 for work performed by attorneys and an hourly rate of \$90.00 for work performed by law clerks, paralegals and other non-attorney staff. The matters that are subject to the hourly rates detailed in this section include but are not limited to: litigation; administrative hearings; appellate work; real estate closings; investigations; specialized labor and employment matters such as union negotiations; public-private partnerships; municipal bond and tax matters; eminent domain and inverse condemnation; special environmental matters; and, special projects outside of the scope of the Town Attorney's standard duties. The FIRM shall submit a separate itemized invoice to the TOWN for hourly legal services with time billed in 0.1 hour increments (where 0.1 equals 6

minutes of an hour) with payment to be made by the TOWN within fifteen (15) days of submission of the invoice.

4. The Parties agree that for development matters, any cost recovery and/or pass through legal expenses incurred by applicants will be billed to and paid by the TOWN at the hourly rate of \$250.00. The FIRM shall submit a separate itemized invoice for cost recovery and/or pass through legal expenses to the TOWN with time billed in 0.1 hour increments (where 0.1 equals 6 minutes of an hour) with payment to be made by the TOWN within fifteen (15) days of submission of the invoice.

5. The FIRM's fee for monthly flat-fee retainer services and hourly services shall increase three (3) percent annually commencing October 1, 2026.

6. The Parties agree that the FIRM shall present all additional costs for legal fees to the TOWN for reimbursement. Additional costs include but are not limited to: out of pocket expenses for filing fees, mileage (at the prevailing FL rate with a starting location of 340 Ocean Drive, Juno Beach, FL 33408), printing and binding, and other usual and customary expenses of a Town Attorney. In the event of unusually large costs or expenses, the FIRM reserves the right to require a cost deposit from the TOWN prior to undertaking the expenditure of funds on the TOWN's behalf.

7. No travel time or mileage will be billed to the TOWN for attendance by the FIRM at meetings in Palm Beach County.

8. The TOWN may necessarily require legal expertise beyond the scope of the TOWN attorney. Subject to the concurrence or recommendation for the Town Manager, and, if required, the approval of the Town Council, the FIRM shall have the authority to use or retain on

behalf of the TOWN such additional consultants, experts or counsel that it deems necessary to implement the objectives and programs of the TOWN.

9. The TOWN shall have the discretion to terminate this Agreement at any time upon providing written notice to the Attorney. The FIRM shall be required to provide no less than thirty (30) days' written notice of termination, and preferably sixty (60) days, in order to allow for an orderly transition of services.

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. Town of Juno Beach
340 Ocean Drive, Juno Beach, FL 33408
- B. Gemma Torcivia
TG Law PLLC
515 N. Flagler Drive, Suite 350, West Palm Beach, FL 33401

11. 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.

SIGNATURE PAGE

TOWN OF JUNO BEACH

Name:

Date:

Gemma Torcivia, Esq. for TG Law PLLC

Date: