

AGREEMENT

THIS AGREEMENT, is made and entered into this 21st day of February, 2022 by and between the CITY OF PAHOKEE, 207 Begonia Drive, Pahokee, Florida 33476, a Florida municipal corporation (hereinafter “CITY”) and the TG LAW PLLC, a Florida Limited Liability Company, 515 N. Flagler Drive, Suite P-300, 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.

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 Attorney for the CITY and to provide legal representation on all matters relating to the CITY. The responsibilities and duties of the FIRM include:

- A. Attend all meeting of the City Commission;
- B. Attend meetings of other City Boards, as requested by the City Commission or City Manager;
- C. To be available on call, at reasonable times, to communicate with the members of the City Commission, the City Manager and City Staff regarding legal matters;
- D. The prepare and/or review all resolutions, ordinances, charter amendments, referenda, contracts, agreements, policies, procedures, personnel matters and Commission agenda items;
- E. To provide appropriate training to staff, City Commission, and Advisory Boards, as needed, pertaining to legal issues such as Sunshine Law, parliamentary procedures, ethics, etc.;

- F. To give legal opinions and interpretations as requested (all requests for legal opinions, preparation of resolutions and ordinances and other items shall be directed to the FIRM from the City Commission, City Manager or Department Heads, upon approval of the City Manager);
- G. To undertake representation of the City in matters of general litigation at the request of and as authorized by the City Commission or City Manager;
- H. To represent the City at administrative and judicial hearings, depositions, mediations, and settlement conferences; and,
- I. To recommend, coordinate and oversee the retention of outside legal counsel, when appropriate.

3. The parties agree that the FIRM shall be compensated at the rate of \$250.00 an hour for services rendered by attorneys of the FIRM, and \$95.00 an hour for the services of paralegals of the FIRM. The FIRM's fee shall be increased by three percent (3%) annually, each October 1, commencing October 1, 2013. For all travel time related to the CITY, including travel to and from meetings of the CITY and travel time to and from other business of the CITY, the FIRM shall be compensated at a rate of one-half ($\frac{1}{2}$) of the FIRM's hourly rate.

4. The parties agree that the CITY shall reimburse the FIRM for any reasonable and ordinary expenses and costs incurred during the course of providing legal services. The expenses and costs include, but are not limited to, out-of-pocket expenses for filing fees, recording, court reporters, photocopies, postage, research charges, mileage (at the IRS rate), long distance phone calls, and other usual and customary expenses. In the event of unusually large costs or expenses, the FIRM reserve the right to require a cost deposit from the CITY prior to undertaking the expenditure of funds on the CITY'S behalf.

5. The FIRM shall submit itemized invoices for services rendered on a monthly basis with payment to be made by the CITY within thirty (30) days of submission of the invoice.

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. Either the CITY or the FIRM may terminate this agreement after providing thirty (30) days' written notice to the other party.

CITY OF PAHOKEE

TG LAW PLLC

By: _____
Mayor

By: Gemma Torcivia

ATTEST:

By: _____
City Clerk