

AGREEMENT FOR CITY ATTORNEY SERVICES

This Agreement for City Attorney Services (**Agreement**) is entered into this ____ day of _____, 2026 (the **Effective Date**) by and between the City of Edgewater, Florida, a municipal corporation (the **City**) and Sabatini Law Firm, P.A., a Florida corporation, located at 1601 E. 1st Ave., Mt. Dora, FL 32757 (the **Firm**) (collectively, the **Parties**).

WHEREAS, the City issued a Request for Proposals for City Attorney Services and the Firm timely submitted a proposal in response; and

WHEREAS, the City Council, after considering the proposals and the qualifications and proposed services therein, selected Sabatini Law Firm to serve as City Attorney at its duly held public meeting on January 5, 2026;

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. Recitals.** The Parties agree that the above recitals are true and incorporate them as if fully set forth herein.
- 2. City Attorney Services.** The Firm shall provide all city attorney services pursuant to the City Charter and applicable ordinances and as set forth in this Agreement, including but not limited to the following described city attorney services:
 - (1) Preparation for and attendance at all City Council regular and special meetings and workshops;
 - (2) Preparation for and attendance at Code Enforcement hearings;
 - (3) Preparation for and attendance at all Planning & Zoning Board and Local Planning Agency meetings;
 - (4) Drafting and reviewing ordinances, resolutions, memoranda, and contracts; and
 - (5) Consultation with the Mayor, City Council members, and City directors and staff on normal, day-to-day matters.
 - (6) The function involves primary responsibility for performing legal research, preparing opinions, and advising City officials. The City Attorney shall serve as chief legal advisor to the City Council, City Manager, and all City departments.
 - (7) Represents the City during negotiations for the purchase of rights of way and other property needed by the City.
 - (8) Maintain legal files and provide the City Manager copies of pertinent pleadings and orders in all litigation the City Attorney is handling for the City.

- (9) Keep the City Council informed of legislation or judicial opinions that have potential impact to the City by way of memorandum, including regular updates on Florida Legislative Session bills of concern and any recommended courses of action on the part of the City.
- (10) Provide training opportunities to the City Council, Board and Committees on Sunshine Law, Robert's Rules of Order, Public Records law, etc.
- (11) Excluded from these services should be specialized legal areas of law which the City would typically outsource. Such examples would include, but not be limited to tax law, public finance, pension and employee benefits, intellectual property, creation of a special district such as fire or lighting, civil rights and labor and employment law.
- (12) All services shall be provided in compliance with Florida Statutes Section 112.313.

- 3. Fees and Costs.** Fees and costs for all legal services shall be as provided in the Fee Schedule attached hereto and incorporated herein as Exhibit "A", as may be amended in writing signed by the Parties.
- 4. Payment.** The Firm will invoice the City monthly for services incurred for the prior month. Our statements contain a summary of each matter for which legal services have been rendered. All undisputed billing changes are due and payable in accordance with the Florida Local Government Prompt Payment Act, F.S. 218.70 et seq. Any dispute regarding payment will be promptly addressed and a resolution attempted in accordance with a dispute resolution procedure established pursuant to the Florida Local Government Prompt Payment Act. Any payments made on past due statements are applied first to the oldest outstanding statement.
- 5. Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by the either of the Parties. This Agreement is terminable at will by either party without cause with thirty (30) days advance written notice. However, the termination of this Agreement will not terminate the City's obligation to pay fees and expenses incurred prior to the termination.
- 6. Insurance.** The Firm will maintain, at a minimum, insurance on the terms and in the amounts stated in the RFP throughout the Term.
- 7. Hold Harmless.** The Firm will hold the City harmless on the terms and conditions as stated in the RFP. The Firm shall hold the City, its employees, agents and elected officials harmless against all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use resulting therefrom, arising out of performance of the Agreement, including the acts of the subcontractors, unless such claims are a result of the City's own negligence.
- 9. Amendment.** This Agreement may not be amended or modified except in writing, executed by the Parties.

- 10. Choice of Law.** This Agreement shall be construed by and controlled under the laws of the State of Florida.
- 11. Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized representatives as of the Effective Date.

CITY:

THE FIRM:

Diezel Depew, Mayor

Anthony Sabatini

ATTEST:

Sara Geiger, City Clerk

Exhibit "A"

Fee Schedule

Service	Description of Services	Fee
Hourly Rate	All work will be billed hourly in quarter hour (0.25) increments	\$240.00 Attorney rate \$65.00 Paralegal rate
Litigation Hourly Rate	Litigation and Preparation for Litigation	\$240.00 Attorney rate \$65.00 Paralegal rate
Travel	City will not be billed for travel	N/A
Out of Pocket	Long Distance Phone Fax Copies Other	The City will not be charged for phone, fax, or copy fees. Costs such as court filing fees, court reporter fees, process servers, etc. will be passed on to the City as they are incurred.