

## CONTRACT FOR TOWN ATTORNEY SERVICES

**THIS AGREEMENT** entered into 19<sup>th</sup> day of February, 2026 by and between the Town of Marineland, a Florida Municipal Corporation ("Town"), having an address of 9741 N Ocean Shore Blvd., Marineland, FL 32137 and the law firm of Douglas Law Firm ("Attorney"), having an address of 117 N 2<sup>nd</sup> St., Palatka, FL 32177.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**A. ENGAGEMENT.** ATTORNEY agrees to provide legal services including legal advice and consultation, litigation and any other related issues or matters which are assigned to him by TOWN. In connection with such services, ATTORNEY shall provide at its own cost and expense all personnel, equipment, and library or electronic legal research services as are reasonably required to provide the services herein contemplated.

**B. COMPENSATION.** The primary individual lawyer for the TOWN shall be Jeremiah R. Blocker who shall serve as the TOWN ATTORNEY. The TOWN ATTORNEY may utilize other alternative attorneys from the firm, who shall be deemed to be assistant Town attorneys. Any attorney providing services to the TOWN shall be admitted to practice by the Florida Bar and a member in good standing.

The ATTORNEY shall be compensated by the TOWN as follows:

Year 1: Base Rate: \$2,000 per month. Base Rate includes One Regularly Scheduled meeting per month (no matter the duration of the meeting), plus a complimentary two hours of communication time with staff (phone calls or emails) outside of the regularly scheduled meeting.

Year 2: Base Rate will increase to \$2,500 per month

Year 3: Base Rate will increase to \$3,000 per month

Services that are in addition to the base rate will be billed at a reduced rate of \$250 per hour for Attorneys and \$150 per hour for all other staff.

**C. ACCESS TO TOWN PERSONNEL AND RECORDS.** The TOWN agrees to provide access to all personnel and records deemed necessary for the completion of the services to be provided under the terms of this Agreement.

**D. OUTSIDE CLIENTS.** ATTORNEY is free to engage in any other business or legal representation, provided that such other business or legal representation shall not constitute a conflict of interest. In that event of a potential conflict of interest, the ATTORNEY will promptly advise the TOWN of such potential conflict.

**E. TIME REQUIRED.** ATTORNEY shall devote only as much time and attention to the providing of legal services to the TOWN as the opinion and judgment of ATTORNEY deems reasonably necessary.

**F. PERSONAL ATTENTION.** ATTORNEY agrees to give personal attention to work performed; and to in every way and in good faith protect to his utmost the rights of the TOWN.

**G. EXPENSES AND LITIGATION EXPENSES.** The TOWN shall reimburse ATTORNEY for all expenses and court costs incurred in connection with any litigation which the ATTORNEY is authorized to prosecute or defend; in addition to those expenses as may be necessary in the taking of depositions, or any other expenses incurred in or about litigation that the

Town authorizes the ATTORNEY to defend or prosecute. It is understood that the TOWN may engage other attorneys in the prosecution or defense of any litigation or to handle any specialized matters. The term "litigation" does not include appearances before any Town Board such as the Local Code Enforcement Board.

**H. NON-LIABILITY FOR COSTS AND EXPENSES.** ATTORNEY shall not be liable for costs or expenses of any kind and shall be reimbursed by TOWN for all ordinary and necessary expenses paid by ATTORNEY in connection with the prosecution or defense of any litigation.

**I. ADDITIONAL COUNSEL.** If employment of additional counsel shall be necessary or advisable in the preparation or trial of any litigation, ATTORNEY may contract for such assistance on terms approved by the TOWN.

**J. EQUAL EMPLOYMENT.** In all hiring or employment made possible by or resulting from this Agreement, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, age, physical or mental disability, national origin, gender, creed, culture or ancestry.

**K. ASSIGNABILITY.** ATTORNEY shall not assign any interest in this Agreement, nor shall ATTORNEY transfer any interest in the same without prior written consent of the TOWN.

**L. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.** ATTORNEY herein expressly agrees and acknowledges that he is an independent contractor. As such, it is expressly agreed and understood between the parties hereto, in entering into this Agreement, that TOWN shall not be liable to the ATTORNEY for any benefits or coverage as provided by the Worker's Compensation Law of the State of Florida.

**M. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION.** ATTORNEY herein expressly declares and acknowledges that he is an independent contractor, and as such is being hired by the TOWN under this Agreement, and therefore, it is expressly declared and understood between the parties hereto, in entering into this Agreement, and in connection with unemployment coverage only that: (1) ATTORNEY has been and will be free from any control or direction by the TOWN over the performance of the services covered by this ATTORNEY; (2) Services to be performed by ATTORNEY are outside the normal course and scope of the TOWN's usual business; and (3) ATTORNEY has been independently engaged in the practice of law prior to the date of this Agreement. Consequently, neither ATTORNEY nor anyone employed by ATTORNEY shall be considered an employee of TOWN for purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

**N. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS.** It is expressly agreed and understood between the parties entering this Agreement that the ATTORNEY, acting as an independent agent, shall not receive any sick or annual leave benefits from the TOWN.

**O. CONFLICT OF INTEREST.** ATTORNEY, by signing this Agreement, covenants that ATTORNEY has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest, which does or may conflict in any manner with the performance of ATTORNEY'S services and obligations under this Agreement. ATTORNEY further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by ATTORNEY.

**P. POWERS CONFERRED ON ATTORNEY.** The TOWN gives ATTORNEY the authority to file any and all papers necessary and proper in any action which he is authorized to prosecute or defend on behalf of the TOWN; to take any evidence necessary and proper; to

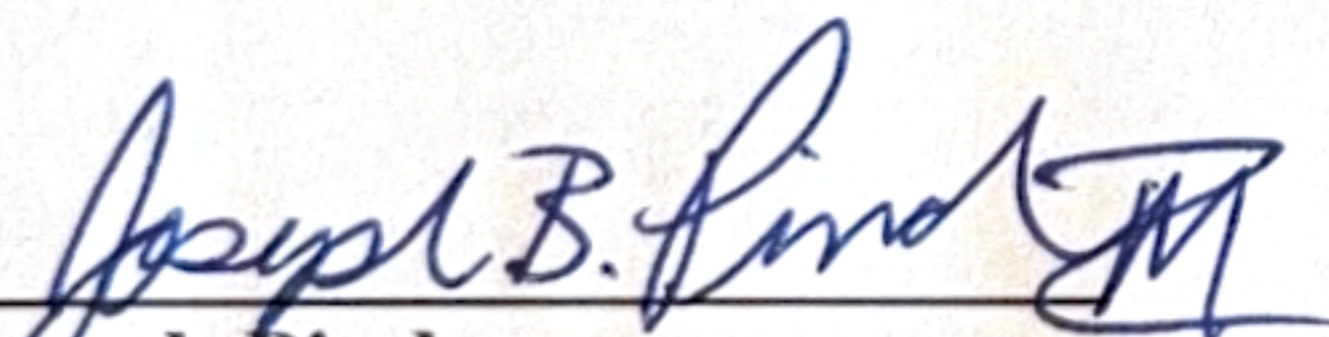
make any amicable and extrajudicial compromise of the case only with the TOWN approval; and otherwise do those things ordinarily undertaken by a Town attorney. ATTORNEY is granted the right and authority to do any and all things necessary and proper to protect the interest of the TOWN, consistent with the Town's Charter.

**Q. CANCELLATION.** Either party to this Agreement may terminate this Agreement at any time during the term of this Agreement by giving the other party written notice of said intention to terminate at least thirty (30) days before the date of termination; provided, however, that as to any pending litigation in which the ATTORNEY has been engaged, ATTORNEY shall, until a successor is appointed, take all actions necessary to protect the interests of the TOWN pending appointment and appearance of such successor and shall be compensated therefor in the same manner as compensation is paid for litigation. ATTORNEY shall reasonably cooperate with any successor about pending matters. Notice of cancellation by the ATTORNEY shall be given to the TOWN in care of the Mayor. Notice of cancellation shall be given to the ATTORNEY at his then address as shown by the records of the Florida Bar.

**R. PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes:  
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 445-3500 OR 9741 N Ocean Shore Blvd., Marineland, FL 32137.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed as of the day and year first above written.

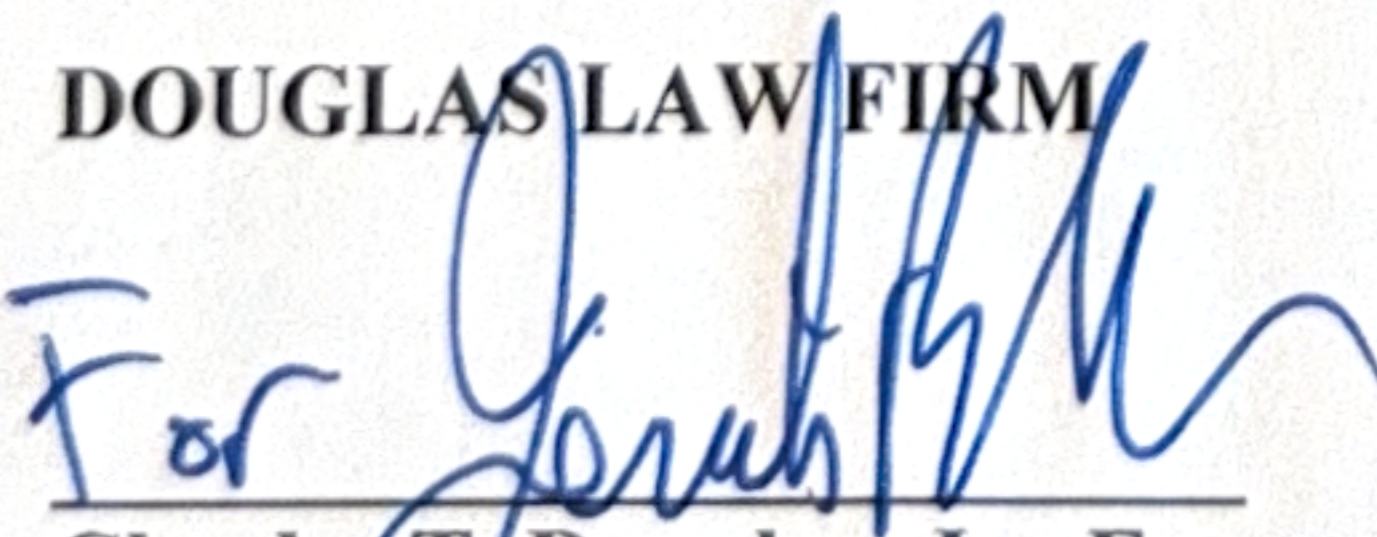
**TOWN OF MARINELAND**

  
\_\_\_\_\_  
**Joseph Pinder**  
Mayor

ATTEST:

  
\_\_\_\_\_  
Town Clerk  
Wilhem A. Pennick

**DOUGLAS LAW FIRM**

  
\_\_\_\_\_  
For **Charles T. Douglas, Jr., Esq.**  
Managing Partner