

City of South Daytona

Office of the City Manager

Post Office Box 214960 • South Daytona, FL 32121 • 386/322-3010 • FAX 386/322-3008




MEMORANDUM

AGENDA ITEM

G 26 DATE 9/29/2020

To: The Honorable Mayor and Members of the City Council

From: James L. Gillis, Jr., City Manager 

Re: Consideration of ceasing the Legal Services Agreement with the law firm of Scott E. Simpson, P.A. in favor of hiring a full-time employee as City Attorney

Date: September 23, 2020

There was a discussion regarding our use of a contractual agreement for legal services at the September 14, 2020 City Council meeting. The discussion centered around whether it would be more cost effective to hire a full-time City staff member as our City Attorney rather than utilizing contractual services as we have done in the past.

With new developer interest in the vacant properties along U.S. 1, our need to modify our antiquated codes and rewrite our personnel policies, the Council's discussion seems worth investigating. To assist the Council in its investigation, attached to this memorandum are a copy of the Legal Services Agreement with the law firm of Scott E. Simpson, summary of expenses incurred for City Attorney contractual services since 2005, copies of prior monthly statements and City Attorney salary chart for Volusia County.

If, after investigating the matter, the City Council decides to end the Legal Services Agreement in favor of hiring a full-time City staff member as City Attorney, a majority vote would be required.

LEGAL SERVICES AGREEMENT

LEGAL SERVICES AGREEMENT

A. GENERAL PROVISIONS

This AGREEMENT ("Agreement") is entered into on the 12 day of June, 2018, between the CITY OF SOUTH DAYTONA, FLORIDA, hereinafter referred to as "the CITY," and the law firm of Scott E. Simpson, P.A., hereinafter referred to as "the FIRM."

The services rendered under the Agreement are personal to the FIRM and may not be assigned, either directly or indirectly, to any other person or law firm, except upon the prior approval of the CITY COUNCIL.

For the purposes of this Agreement, all authority of the CITY shall be understood to rest with the CITY COUNCIL, acting as a body, and with the CITY MANAGER. A simple majority vote of the CITY COUNCIL shall represent the CITY COUNCIL as a body. Should any proceedings arise in which the legal interests of the CITY MANAGER may be separate and distinct from those of the CITY COUNCIL, the FIRM's sole responsibility shall be to the CITY as represented by the CITY COUNCIL.

This Agreement shall commence on the June 13, 2018. The FIRM shall serve at the pleasure of CITY COUNCIL. Both the CITY, upon the vote of the majority of the CITY COUNCIL, and the FIRM reserve the right to terminate this Agreement without cause upon written notice to the other. No notice will be required to terminate the services of the FIRM; however, if the FIRM terminates this Agreement, it will give the CITY no less than sixty (60) days' written notice unless CITY COUNCIL waives this sixty-day notice requirement.

The FIRM agrees to devote a sufficient amount to represent the CITY adequately, properly and in a timely manner.

While this Agreement is with the FIRM of Scott E. Simpson, P.A., the City Attorney of record shall be Scott E. Simpson. Should Scott E. Simpson be unable personally to represent the CITY, then the CITY COUNCIL shall be consulted as to who will represent the CITY in a given matter. Other attorneys-at-law associated with the FIRM are available on an "as needed" basis to provide legal services to the CITY. The CITY reserves the right to disapprove the assignment of any particular attorney-at-law assigned by Scott E. Simpson to the work of the CITY.

During the term of this Agreement, the FIRM shall be the provider of general legal services to the CITY and may be requested to represent the CITY in certain litigation that may arise in administrative, judicial or other proceedings.

The FIRM shall be governed by the Code of Ethics (Chapter 112, Florida Statutes) and the Rules of Professional Conduct of the Florida Bar. The FIRM shall notify the CITY COUNCIL of any conflict of interest in representing the CITY and shall endeavor to avoid situations that may result in a perception of a conflict of interest. In any CITY legal matter in which the CITY COUNCIL determines that a conflict of interest, real or perceived, exists on

the part of the FIRM, or if, in the determination of the CITY COUNCIL, the FIRM or any of its members has an adversarial relationship with any party involved in a legal matter of the CITY, the CITY COUNCIL shall have the right to engage an attorney-at-law not associated with the FIRM to represent the CITY on that matter. The CITY will do this with written notification to the FIRM.

The FIRM shall purchase and maintain at the FIRM's expense Lawyer's Professional Liability coverage insuring the Legal Provider against liability arising out of acts or omissions in the furnishing of professional legal services pursuant to this Agreement for the minimum limits of liability of \$500,000.

With the exception of requests for legal services issued by the CITY COUNCIL acting as a body, the CITY MANAGER shall act as a "gatekeeper" for the CITY in requesting the services or assistance of the FIRM, coordinating the flow of work to the FIRM, and establishing the relative priorities to be placed by the FIRM on each task for which the assistance of the FIRM is required. No member of the CITY staff may require the efforts of the FIRM on the behalf of the CITY unless expressly authorized by the CITY MANAGER. Notwithstanding the foregoing, any member of the CITY COUNCIL may request legal services and opinions of the FIRM regarding CITY matters as discussed below.

This Agreement constitutes the entire agreement concerning contractual arrangements between the FIRM and the CITY. This Agreement may not be changed except in writing and as signed by the authorized representatives of the FIRM and the CITY.

In the event that any term, paragraph, or provision of this Agreement or its application to any circumstances shall be deemed invalid or unenforceable, the remainder of this Agreement shall be deemed valid and enforceable to the fullest extent permitted by law.

B. GENERAL LEGAL SERVICES

The FIRM shall be responsible for performing the following general legal services on the CITY's behalf:

1. COUNCIL and Board Meetings

- a. Attend and provide legal counsel at all regular and special meetings of the CITY COUNCIL as requested.
- b. Attend and provide legal counsel at all meetings of all the CITY boards that require attorney representation, as requested.

2. General Legal Representation

Perform all general legal representation for the CITY as required, excluding litigation. Such general legal representation includes, but is not limited to:

- a. Legislative work associated with the CITY COUNCIL meetings, including:

- b. Providing legal services for such other matters not covered under General Legal Services above, but which necessitates legal advice or use of legal services of the FIRM, as determined by the CITY COUNCIL or CITY MANAGER.
- c. Providing specialized legal expertise in particular areas as required by the CITY COUNCIL.

1. **Litigation and Legal Defense**

- a. Providing legal representation and defense to challenges to the CITY's ordinances and regulations;
- b. Defending the CITY in lawsuits, which are not defended by legal services, provided by the CITY's insurer or when the CITY's exposure exceeds the insurance coverage. For this purpose, the CITY shall be understood to include the members of the CITY COUNCIL, individually and/or collectively, members of all CITY boards and COUNCILS, individually and/or collectively, the CITY MANAGER, and all members of the CITY staff for any legal actions emanating from their official duties with CITY business, unless the FIRM cannot represent an individual under the Rules of Professional Conduct of the Florida Bar;
- c. Filing and pursuing such litigation as may be authorized by the CITY COUNCIL.
- d. The FIRM shall not settle any claim without the prior written authorization of the CITY MANAGER, in response to explicit direction from the CITY COUNCIL.

D. LEGAL SERVICES REQUESTED BY AN INDIVIDUAL COUNCIL MEMBER

Since legal assistance may be needed by an individual CITY COUNCIL member for the purposes of proposing or considering specific legislation, it is agreed that the FIRM shall provide such legal services to include oral and written legal opinions to a single COUNCIL member upon such a member's request outside of any public meeting(s). Upon providing a written response or written opinion to an individual COUNCIL member, the FIRM shall provide a copy of the request and of the written response or opinion to all COUNCIL members and the CITY MANAGER. On any request for legal services on a given subject by an individual COUNCIL member, the FIRM may not expend more than four hours of billed effort, including that required to provide a written response, without first providing an interim written response with a copy to all COUNCIL members and to the CITY MANAGER. No further legal services may be provided on this subject to that individual COUNCIL member unless such additional legal services are authorized by CITY COUNCIL, acting as a body.

- E. The CITY Attorney shall refuse to respond to requests or comments from the general public unless otherwise directed by the CITY COUNCIL or the CITY MANAGER.

F. SCHEDULE OF FEES

- Preparation or review of ordinances and resolutions, and written policies and procedures, together with research work as necessary associated with preparation of those documents. This activity shall include providing assessments of legal risks inherent in any proposed course of action, present legislation, or practices of the CITY.
- b. Preparation of oral or written opinions on legal matters as required by the CITY COUNCIL and/or CITY MANAGER.
 - c. Negotiations and preparation of agreements, leases, contracts, or similar documents as requested.
 - d. Review and comment on contract form(s) between the CITY and Independent contractors.
 - e. When requested by the CITY COUNCIL or by the CITY MANAGER, performance of investigations that may require interviewing the witnesses, taking testimony, review of reports, and legal research.
 - f. Participation in meetings and/or telephone conferences with the CITY MANAGER and/or CITY Staff as designated by the CITY MANAGER.
 - g. Assistance to staff, legal research, and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; operations governed by law; liability situations; grant guidelines; pension law; and other matters as necessary requiring legal advice.
 - h. Interpretation of the CITY's Ordinances and prosecution of local ordinance or zoning violations in any court, if the State Attorney is not handling the prosecution.
 - i. Maintenance of legal files and provision to the CITY MANAGER of copies of all correspondence, and of all pleadings and orders in all litigation the FIRM is handling for the CITY.
 - j. Keeping the CITY COUNCIL and CITY MANAGER informed of legislation or judicial opinions that have potential to impact the CITY.
 - k. As requested by the CITY, overseeing, in a cost-effective manner, litigation in which the CITY is represented by the CITY's insurer.
 - l. Performance of other professional duties as may be required.
 - m. Conducting legal research as required for the performance of duties to the CITY.

C. ADDITIONAL LEGAL SERVICES

The FIRM shall be responsible for performing the following Additional Legal Services on the CITY's behalf when requested to do so by the CITY MANAGER or CITY COUNCIL.

1. Miscellaneous Legal Services

- a. Conducting labor negotiations and assisting with labor relations matters that go beyond routine telephone conferences or counseling.

1. Flat fee/retainer. For attending up to two (2) regularly scheduled COUNCIL meetings and one planning board meeting per month, the FIRM shall receive from the CITY a flat fee in the amount of \$610.00. Said flat fee includes all compensation for time and expenses in traveling to and from said meeting.
2. General representation. For general legal representation and/or for legal services provided in response to a request from an individual COUNCIL member, the CITY understands and agrees to pay the FIRM the following hourly rate for attorney-at-law services:

Primary Attorneys:

Scott E. Simpson

\$168.00 per hour

Secondary Attorneys:

All other Firm Attorneys:

\$168.00 per hour (unless otherwise agreed by the CITY)

These hourly rates may include, but are not limited to, time spent by an attorney-at-law of the FIRM on office and/or telephone conferences; legal research; preparation of ordinances/resolution; and preparation of pleadings, documents, and opinions.

The above retainer and hourly rate shall be adjusted annually by the same percentage of the annual CPI adjustment provided to the City Manager, if any. If the FIRM seeks a change in any of the above fees, except for the CPI adjustment, the FIRM shall request in writing such changes not less than ninety (90) days of the end of the fiscal year. Should the CITY COUNCIL approve such changes, they will then go into effect at the start of the new fiscal year.

G. BILLING STATEMENTS AND PAYMENT OF FEES

The FIRM agrees to keep and maintain accurate time records showing the time expended by each of its attorneys in representing the CITY under this Agreement. The FIRM will detail on its billing statement specific billing entries on a daily basis showing: the date; the task performed; the requestor of the effort, e.g., the specific authorized CITY representative; the attorney performing the task; and the time expended on the task. The minimum billing increment shall be one-tenth of an hour.

The CITY will reimburse the FIRM for the expenses incurred by it in the conduct of legal services on behalf of the CITY for overnight or courier delivery, postage, 3rd party copy costs, court reporters' fees, transcripts, court filing fees, and process service charges, all without mark-up or multiplier. There will be no reimbursement for any other expenses not identified in the preceding sentence without the express written authorization of the CITY

MANAGER. All invoices submitted for such reimbursements shall contain complete and detailed information supported by appropriate receipts as to the item or charge sought to be reimbursed.

The FIRM agrees to submit billing statements for the FIRM's fees, costs, and/or expenses on a monthly basis not later than the fifteenth day of the following month. Each statement of costs and fees represents an implied warranty that the statement sets forth only the actual time spent and only the actual costs incurred. The CITY may rely on the implied warranty. The CITY agrees to pay each monthly bill within the City's standard payment procedures. If the CITY has any disagreement about the amount billed, the CITY agrees to advise the FIRM in writing within thirty (30) days of receipt of the billing statement. Failure to timely notify the FIRM will be deemed acknowledgement by the CITY that the bill is both accurate and fair.

If the FIRM is discharged by the CITY or withdraws for any reason before conclusion of any projects or matters, the FIRM shall be entitled to reimbursement of all reimbursable costs advanced and all attorney fees incurred for work performed until such termination.

IN WITNESS WHEREOF, the CITY and the FIRM have executed this Agreement on the day and year first above written.

CITY OF SOUTH DAYTONA

By: _____

Attest:

Daniel Fitzgerald

SCOTT E. SIMPSON, P.A.

Scott E. Simpson
SCOTT E. SIMPSON

SUMMARY OF EXPENSES SINCE 2005

VENDOR #303139
SCOTT SIMPSON

FISCAL YEAR	TOTAL
2020	85,463.22
2019	161,198.23
2018	169,619.83
2017	163,594.54
2016	178,378.68
2015	121,129.44
2014	121,447.09
2013	133,138.68
2012	448,621.29
2011	266,180.49
2010	156,868.33
2009	164,343.10
2008	139,007.25
2007	135,133.10
2006	123,822.00
2005	110,545.77
	<u>2,678,491.04</u>

Vendor	Check	Date	Comment	Amount	
303139	118620	09/03/2020	LEGAL SERVICES AUG 2020	\$9,820.64	85,463.22
303139	118441	08/07/2020	LEGAL SERVICES JUL20	\$9,084.82	
303139	118277	07/09/2020	LEGAL SERVICES JUN20	\$4,484.64	
303139	118095	06/11/2020	LEGAL SERVICES MAY20	\$5,867.14	
303139	117917	05/15/2020	LEGAL SERVICES APR30	\$7,249.64	
303139	117838	04/30/2020	LEGAL SERVICES MAR20	\$7,914.64	
303139	117445	03/05/2020	LEGAL SERVICES FEB20	\$9,857.14	
303139	117384	02/27/2020	LEGAL SERVICES JAN20	\$6,339.64	
303139	117027	01/10/2020	PCC DEP. REFUND (LESS COST OF	\$24,844.92	
303139	116318	10/03/2019	LEGAL SERVICES SEPT 2019	\$9,635.00	161,198.23
303139	116232	09/23/2019	LEGAL SERVICES THRU - 08/31/19	\$11,205.80	
303139	116058	08/23/2019	LEGAL SERVICES JULY	\$10,906.30	
303139	115727	07/12/2019	LEGAL SERVICES	\$10,598.20	
303139	115630	06/26/2019	LEGAL SERVICES - MAY	\$12,920.20	
303139	115241	05/03/2019	LEGAL SERVICES APRIL 2019	\$11,045.40	
303139	115121	04/18/2019	LEGAL SERVICES - THROUGH 03/31	\$17,409.20	
303139	114767	03/08/2019	LEGAL SERVICES	\$18,986.50	
303139	114554	02/08/2019	LEGAL SERVICES	\$17,409.40	
303139	114441	01/25/2019	LEGAL SERVICES	\$41,082.23	
303139	113647	10/19/2018	LEGAL SERVICES	\$11,907.43	169,619.83
303139	113454	09/21/2018	LEGAL SERVICES	\$12,571.60	
303139	113247	08/27/2018	LEGAL SERVICES	\$9,264.00	
303139	112903	07/13/2018	LEGAL SERVICES	\$12,067.60	
303139	112684	06/15/2018	LEGAL SERVICES	\$17,191.60	
303139	112321	05/04/2018	LEGAL SERVICES	\$16,788.40	
303139	112120	04/06/2018	LEGAL SERVICES	\$14,705.20	
303139	111886	03/09/2018	LEGAL SERVICES	\$16,910.00	
303139	111671	02/09/2018	LEGAL SERVICES	\$13,927.60	
303139	111441	01/12/2018	LEGAL SERVICES	\$44,286.40	
303139	110746	10/19/2017	LEGAL SERVICES	\$14,191.90	163,594.54
303139	110544	09/22/2017	LEGAL SERVICES	\$17,902.60	
303139	110301	08/11/2017	LEGAL SERVICES-JUNE 2017	\$26,449.00	
303139	109854	06/16/2017	LEGAL SERVICES	\$15,180.50	
303139	109534	05/05/2017	LEGAL SERVICES	\$12,632.81	
303139	109367	04/20/2017	LEGAL SERVICES	\$16,060.70	
303139	109139	03/24/2017	LEGAL SERVICES	\$10,155.34	
303139	108789	02/10/2017	LEGAL SERVICES	\$17,950.90	
303139	108430	12/30/2016	PCC DEPOSIT REFUND - SIMPSON,	\$33,070.79	
303139	107743	10/06/2016	LEGAL SERVICES	\$28,841.90	178,378.68
303139	107349	08/26/2016	LEGAL SERVICES	\$8,521.00	
303139	107031	07/22/2016	LEGAL SERVICES	\$15,431.07	
303139	106602	06/03/2016	LEGAL SERVICES	\$11,423.80	
303139	106382	05/11/2016	LEGAL SERVICES	\$31,394.00	
303139	105870	03/11/2016	LEGAL SERVICES	\$16,527.10	
303139	105629	02/12/2016	LEGAL SERVICES	\$18,922.90	
303139	105416	01/22/2016	LEGAL SERVICES	\$30,987.70	

303139 104813	11/06/2015 LEGAL SERVICES	\$16,329.21	
303139 104544	10/08/2015 LEGAL SERVICES	\$14,471.50	121,129.44
303139 104255	09/11/2015 LEGAL SERVICES	\$7,946.00	
303139 104026	08/14/2015 LEGAL SERVICES	\$7,384.67	
303139 103916	08/04/2015 LEGAL SERVICES	\$7,543.00	
303139 103221	06/05/2015 LEGAL SERVICES	\$7,884.00	
303139 103169	05/29/2015 LEGAL SERVICES	\$7,039.25	
303139 102864	04/24/2015 LEGAL SERVICES	\$11,681.50	
303139 102637	03/13/2015 LEGAL SERVICES	\$9,883.50	
303139 102437	02/20/2015 LEGAL SERVICES	\$13,115.46	
303139 7345	01/23/2015 LEGAL SERVICES	\$14,017.06	
303139 101802	12/05/2014 LEGAL SERVICES	\$10,574.50	
303139 101655	11/21/2014 LEGAL SERVICES	\$9,589.00	
303139 101453	10/29/2014 LEGAL SERVICES	\$8,527.80	121,447.09
303139 101053	09/12/2014 LEGAL SERVICES	\$11,792.20	
303139 100791	08/15/2014 LEGAL SERVICES	\$11,179.20	
303139 100630	07/28/2014 LEGAL SERVICES	\$9,742.00	
303139 100351	06/20/2014 LEGAL SERVICES	\$13,424.10	
303139 100132	05/23/2014 LEGAL SERVICES	\$10,226.40	
303139 99784	04/11/2014 LEGAL SERVICES	\$12,122.30	
303139 99698	04/04/2014 LEGAL SERVICES	\$12,137.73	
303139 99258	02/07/2014 LEGAL SERVICES	\$15,947.40	
303139 98985	01/03/2014 LEGAL SERVICES	\$6,667.16	
303139 98524	11/08/2013 LEGAL SERVICES	\$9,680.80	
303139 98424	10/29/2013 LEGAL SERVICES	\$9,300.34	133,138.68
303139 98037	09/13/2013 LEGAL SERVICES	\$10,292.80	
303139 97718	08/09/2013 LEGAL SERVICES	\$8,548.75	
303139 97519	07/16/2013 LEGAL SERVICES	\$12,250.28	
303139 97149	06/14/2013 LEGAL SERVICES	\$11,543.26	
303139 96916	05/17/2013 LEGAL SERVICES	\$8,594.50	
303139 96626	04/19/2013 LEGAL SERVICES	\$13,191.45	
303139 96369	03/21/2013 LEGAL SERVICES	\$9,696.10	
303139 96138	03/01/2013 LEGAL SERVICES	\$8,093.50	
303139 95813	01/24/2013 LEGAL SERVICES	\$10,552.90	
303139 95544	12/20/2012 LEGAL SERVICES	\$13,553.00	
303139 95313	11/29/2012 LEGAL SERVICES	\$17,521.80	
303139 94999	10/25/2012 LEGAL SERVICES	\$8,061.15	448,621.29
303139 94555	09/27/2012 VOID AFTER UPDATE 09/28/2012	(\$17,151.50)	
303139 94595	09/27/2012 LEGAL SERVICES	\$17,151.50	
303139 94265	08/23/2012 LEGAL SERVICES	\$10,384.60	
303139 93939	07/19/2012 LEGAL SERVICES	\$11,302.60	
303139 93730	06/28/2012 LEGAL SERVICES	\$19,688.35	
303139 93378	05/24/2012 LEGAL SERVICES	\$18,265.00	
303139 93069	04/26/2012 LEGAL SERVICES	\$22,930.60	
303139 92698	03/22/2012 LEGAL SERVICES	\$19,396.30	
303139 92376	02/23/2012 LEGAL SERVICES	\$64,479.85	
303139 92099	01/26/2012 LEGAL SERVICES	\$59,185.13	

303139 91672	12/12/2011 LEGAL SERVICES	\$113,270.51	
303139 91658	12/08/2011 LEGAL SERVICES	\$72,012.80	
303139 91291	11/02/2011 LEGAL SERVICES	\$29,644.40	
303139 90960	10/06/2011 LEGAL SERVICES	\$19,145.86	266,180.49
303139 90820	09/22/2011 LEGAL SERVICES	\$28,964.71	
303139 90443	08/11/2011 LEGAL SERVICES	\$15,507.06	
303139 90085	07/07/2011 LEGAL SERVICES	\$34,582.97	
303139 89582	05/19/2011 LEGAL SERVICES	\$60,921.78	
303139 89351	04/28/2011 LEGAL SERVICES	\$22,188.23	
303139 88991	03/24/2011 LEGAL SERVICES	\$28,193.80	
303139 88618	02/17/2011 LEGAL SERVICES	\$20,439.80	
303139 88327	01/20/2011 LEGAL SERVICES	\$7,064.50	
303139 88111	12/23/2010 LEGAL SERVICES	\$16,422.64	
303139 87750	11/18/2010 LEGAL SERVICES	\$12,749.14	
303139 87266	10/08/2010 CITY ATTORNEY	\$14,459.38	156,868.33
303139 86921	09/09/2010 CITY ATTORNEY	\$24,082.65	
303139 86342	07/15/2010 CITY ATTORNEY	\$13,290.20	
303139 86048	06/17/2010 CITY ATTORNEY	\$13,031.50	
303139 85882	06/03/2010 CITY ATTORNEY	\$10,848.80	
303139 85478	04/29/2010 CITY ATTORNEY	\$8,301.60	
303139 85107	03/25/2010 CITY ATTORNEY	\$12,952.55	
303139 84821	02/25/2010 CITY ATTORNEY	\$4,987.80	
303139 84736	02/18/2010 CITY ATTORNEY	\$11,960.50	
303139 84459	01/21/2010 CITY ATTORNEY	\$10,705.90	
303139 84124	12/17/2009 CITY ATTORNEY	\$15,135.25	
303139 83885	11/25/2009 CITY ATTORNEY	\$17,112.20	
303139 83585	10/23/2009 RETAINER - LEGAL SERVICES	\$16,190.95	164,343.10
303139 83134	09/25/2009 RETAINER - LEGAL SERVICES	\$18,057.55	
303139 82993	09/10/2009 RETAINER - LEGAL SERVICES	\$11,799.85	
303139 82590	07/31/2009 RETAINER - LEGAL SERVICES	\$12,779.05	
303139 82211	06/25/2009 RETAINER - LEGAL SERVICES	\$15,701.35	
303139 81901	05/22/2009 RETAINER - LEGAL SERVICES	\$11,333.20	
303139 81617	04/24/2009 RETAINER - LEGAL SERVICES	\$13,245.70	
303139 81465	03/25/2009 RETAINER - LEGAL SERVICES	\$14,821.60	
303139 81153	02/25/2009 RETAINER - LEGAL SERVICES	\$13,010.00	
303139 80856	01/23/2009 RETAINER - LEGAL SERVICES	\$11,952.85	
303139 80591	12/19/2008 RETAINER - LEGAL SERVICES	\$11,256.70	
303139 80342	11/21/2008 RETAINER - LEGAL SERVICES	\$14,194.30	
303139 79890	10/10/2008 RETAINER - CITY ATTORNEY	\$10,569.00	139,007.25
303139 79751	09/26/2008 RETAINER - CITY ATTORNEY	\$14,803.00	
303139 79482	08/25/2008 RETAINER - CITY ATTORNEY	\$9,728.00	
303139 79076	07/25/2008 RETAINER - CITY ATTORNEY	\$9,358.25	
303139 78812	06/25/2008 RETAINER - CITY ATTORNEY	\$8,981.25	
303139 78637	06/10/2008 RETAINER - CITY ATTORNEY	\$9,235.00	
303139 78119	04/25/2008 RETAINER - CITY ATTORNEY	\$11,446.25	
303139 77812	03/26/2008 RETAINER - CITY ATTORNEY	\$12,791.00	
303139 77528	02/26/2008 RETAINER - CITY ATTORNEY	\$12,841.25	

303139 77389	02/11/2008 RETAINER - CITY ATTORNEY	\$13,403.75	
303139 76959	12/20/2007 RETAINER - CITY ATTORNEY	\$13,447.25	
303139 76639	11/27/2007 RETAINER - CITY ATTORNEY	\$12,403.25	
303139 76242	10/26/2007 RETAINER/LEGAL SERVICES	\$8,014.00	135,133.10
303139 76024	10/10/2007 RETAINER/LEGAL SERVICES	\$11,336.00	
303139 75516	08/24/2007 RETAINER/LEGAL SERVICES	\$9,421.00	
303139 75361	08/13/2007 RETAINER/LEGAL SERVICES	\$8,833.00	
303139 74885	06/25/2007 RETAINER/LEGAL SERVICES	\$12,893.00	
303139 74539	05/24/2007 RETAINER/LEGAL SERVICES	\$7,580.00	
303139 74155	04/26/2007 RETAINER/LEGAL SERVICES	\$6,912.00	
303139 73794	03/23/2007 RETAINER/LEGAL SERVICES	\$22,424.00	
303139 73492	02/23/2007 RETAINER/LEGAL SERVICES	\$12,016.10	
303139 73208	01/25/2007 RETAINER/LEGAL SERVICES	\$7,796.00	
303139 72889	12/21/2006 REFUND-SECURITY DEPOSIT PCC	\$17,569.00	
303139 72575	11/28/2006 RETAINER/LEGAL SERVICES	\$10,339.00	
303139 72107	10/26/2006 LEGAL SERVICES	\$9,575.00	123,822.00
303139 71755	09/25/2006 LEGAL SERVICES	\$10,712.75	
303139 71420	08/25/2006 LEGAL SERVICES	\$8,308.00	
303139 71020	07/21/2006 LEGAL SERVICES	\$14,101.25	
303139 70706	06/23/2006 LEGAL SERVICES	\$10,645.25	
303139 70368	05/26/2006 LEGAL SERVICES	\$12,394.75	
303139 70012	04/25/2006 LEGAL SERVICES	\$9,572.00	
303139 69604	03/24/2006 LEGAL SERVICES	\$8,087.00	
303139 69288	02/24/2006 LEGAL SERVICES	\$12,466.00	
303139 68990	01/26/2006 LEGAL SERVICES	\$10,841.00	
303139 68646	12/21/2005 LEGAL SERVICES	\$9,902.75	
303139 68308	11/28/2005 LEGAL SERVICES	\$7,216.25	
303139 67850	10/27/2005 LEGAL SERVICES	\$8,337.50	110,545.77
303139 67498	09/23/2005 LEGAL SERVICES	\$9,887.50	
303139 67204	08/25/2005 LEGAL SERVICES	\$11,225.00	
303139 66822	07/25/2005 LEGAL SERVICES	\$11,856.25	
303139 66407	06/24/2005 LEGAL SERVICES	\$10,600.00	
303139 66066	05/25/2005 LEGAL SERVICES	\$7,431.25	
303139 65710	04/25/2005 LEGAL SERVICES	\$10,825.00	
303139 65375	03/24/2005 LEGAL SERVICES	\$5,681.25	
303139 64917	02/08/2005 LEGAL SERVICES	\$6,870.02	
303139 64761	01/25/2005 LEGAL SERVICES	\$6,397.25	
303139 64427	12/23/2004 LEGAL SERVICES	\$6,250.00	
303139 64107	11/29/2004 LEGAL SERVICES	\$7,718.75	
303139 63650	10/25/2004 city attorney retainer	\$7,466.00	

\$2,678,491.04 \$2,678,491.04

**PRIOR MONTHLY STATEMENTS
(PREVIOUS TWO MONTHS)**

SCOTT E. SIMPSON, P.A.
595 W. Granada Blvd., Suite A
Ormond Beach, FL 32174
Phone: 386-677-3431, Fax: 386-673-0748
Email: scott.scottsimpsonlaw@gmail.com

Invoice submitted to:

City of South Daytona
P.O. Box 214960
South Daytona, FL 32121

Invoice # 10714

Invoice Date: 09/01/20
Terms: Net 30
Services Through: 08/31/20

Date	Service Summary	Hours/Qty	Amount
In Reference To: CRA (Professional Services)			
08/03/20	review email from Laureen to Andy	0.10	\$17.50
08/03/20	T/c w/ Laureen re: Sunshine park mall	0.30	\$52.50
08/05/20	review email and attachments from Patty re ordinance amending commercial parking regulations; review ordinance, memo and staff reports	0.50	\$87.50
08/05/20	Review email from Patty and attached proposal to prohibit smoke shops, etc.; review state law; draft email with recommended changes	2.70	\$472.50
08/06/20	review Patty's revised smoke shop regulations, draft comments and revisions; forward to Patty	1.60	\$280.00
08/10/20	tcs w Laureen re clark properties	0.30	\$52.50
08/11/20	Review email from Patty re: Smoking bars and review proposed regulations; review prior comments; t/c w/ Patty; research giving alcohol away and need for liquor license; forward information to Patty	2.10	\$367.50
08/13/20	review and draft emails with Laureen re Warner crossfit	0.20	\$35.00
08/13/20	Prepare for and meeting with Les, Laureen and Patty re various Clark's projects and other projects	3.60	\$630.00
08/14/20	t/c w/ Laureen re: 409 big tree	0.20	\$35.00
08/17/20	review information to prepare for phone call meeting re: 408 Big Tree; t/cs w/ Laureen; review and draft form PCD master development agreement; review code; forward form to Laureen	2.90	\$507.50
08/18/20	review email from Laureen re: fitness gym at Warner; draft comments and forward to Laureen	0.50	\$87.50
08/19/20	review email and tc w Laureen re request for church	0.20	\$35.00
08/20/20	review email to Warner re fitness center	0.10	\$17.50
08/20/20	review documents from Les re: city lift station of private property; review state law re: exemption for property used for government purpose; t/c w/ Les and draft email to Les; review property appraiser website	3.40	\$595.00
08/21/20	review proposed ad for ordinance amending list of prohibited uses in CRA; review state law and draft email to Patty	0.70	\$122.50
08/21/20	review regulations for special use for church	0.50	\$87.50
08/25/20	review email from Laureen re: Warner and Crossfit; draft changes and forward to Laureen; review email to Warner and review reply	0.60	\$105.00

Date	Service Summary	Hours/Qty	Amount
08/25/20	review ad, staff memo, and ordinance for adding prohibited uses to cra overlay; draft emails to Patty; review code; review and draft emails with Patty	1.00	\$175.00
08/26/20	tc w Laureen re mall and other issues	0.40	\$70.00
08/27/20	review documents and prepare for conference call re mall; conference call and tc w Laureen	2.50	\$437.50
08/28/20	t/c w/ Laureen re: Mall and agreement for property to store equipment	0.20	\$35.00
08/28/20	draft email summary of meeting re: Sunshine Park mall	2.20	\$385.00
08/28/20	review email from Laureen and t/c w/ Laureen re: 2941 Ridgewood	0.20	\$35.00
08/31/20	review letter from proposed development for new dollar general store	1.10	\$192.50

Hours: 28.10

Labor: 4,917.50

Invoice Amount: 4,917.50

Date	Service Summary	Hours/Qty	Amount
In Reference To: Non Matter Related (Professional Services)			
08/02/20	review email from Jay re signature for resolutions and ordinances	0.10	\$17.50
08/03/20	review email from Laureen re green acres subdivision	0.10	\$17.50
08/04/20	tc w Laureen re minor subdivision process	0.20	\$35.00
08/04/20	Review two variance applications for fence and fence plus shed; review attachments including staff reports	0.60	\$105.00
08/04/20	Review emails from Laureen re: Green acres subdivision; review attachments	0.40	\$70.00
08/05/20	T/c w/ Laureen re: Green acres	0.10	\$17.50
08/05/20	T/c w/ Laureen re: Green acres subdivision; review email from Laureen; review code and draft email to Laureen	1.00	\$175.00
08/05/20	Review emails from Les and Greg and draft reply re: Personal property	0.20	\$35.00
08/06/20	T/c w/ Laureen re Godawa; review email from Laureen and draft reply	0.70	\$122.50
08/07/20	review Godawa MDA and tc w Les about agenda and other issues	1.30	\$227.50
08/08/20	Review special magistrate agenda	0.30	\$52.50
08/11/20	Review emails from greg and Les	0.20	\$35.00
08/11/20	Review agenda	0.20	\$35.00
08/12/20	T/c w/ Laureen; review proposed order extending a variance; review code and draft email to Laureen	0.90	\$157.50
08/12/20	T/c w/ Trudy	0.20	\$35.00
08/12/20	T/c w/ Laureen re: Official zoning map and review code	0.30	\$52.50
08/14/20	t/ w/ Trudy and Jason re: pending litigation; review reservation of rights letter from insurance company; research; t/c w/ trudy; draft email to Jason and Trudy	1.80	\$315.00
08/17/20	drafting fireworks ordinance; review previous emails and state law and city code; tc w Les	1.50	\$262.50
08/18/20	tc w debbie re election complaint	0.10	\$17.50
08/18/20	review city code and state laws re: fireworks; draft and finalize ordinance and cover memo; forward to Les	2.50	\$437.50
08/18/20	t/c w/ Laureen re: fence variance and review email to Les	0.20	\$35.00

Date	Service Summary	Hours/Qty	Amount
08/18/20	research and drafting ordinance amending BTR for rental property and creating rebuttable presumption for of rent arrangement if owners is not occupant	2.40	\$420.00
08/19/20	review and draft emails with Debbie and t/c w/ Debbie re: Eric's resignation; review state law	0.50	\$87.50
08/19/20	review code and state law re: BTR and mortgages; drafting ordinance and draft cover memo	2.10	\$367.50
08/19/20	review PAB agenda	0.40	\$70.00
08/20/20	draft and finalize BTR ordinance and cover memo; review state law; forward to Les	1.90	\$332.50
08/20/20	review email from Laureen re: appeal of decision to extend the variance; review code and draft reply	0.40	\$70.00
08/20/20	review email from Warner and draft email to Laureen and Les	0.50	\$87.50
08/26/20	review police vehicle lease agreement and draft email to Jason with comments	1.20	\$210.00
08/31/20	review emails and letters re 1630 Ridgewood; drafting agreement	1.50	\$262.50

In Reference To: **Non Matter Related (Expenses)**

08/20/20	recording fees	1.00	\$103.50
08/31/20	monthly meeting retainer	1.00	\$634.64

Hours: 23.80

Labor: 4,165.00

Invoice Amount: 4,903.14

Total Hours: 51.90

Total Labor: 9,082.50

Total Expenses: 738.14

Total Invoice Amount: \$9,820.64

Previous Balance: \$9,084.82

Payments/Adjustments: \$-9,084.82

Total Amount Due: \$9,820.64

Payments/Adjustments

Date	Transaction Type	Description	Amount
08/10/20	Payment		-9,084.82

SCOTT E. SIMPSON, P.A.
595 W. Granada Blvd., Suite A
Ormond Beach, FL 32174
Phone: 386-677-3431, Fax: 386-673-0748
Email: scott.scottsimpsonlaw@gmail.com

Invoice submitted to:

City of South Daytona
P.O. Box 214960
South Daytona, FL 32121

Invoice # 10709

Invoice Date: 08/03/20
Terms: Net 30
Services Through: 07/31/20

Date	Service Summary	Hours/Qty	Amount
In Reference To: CRA (Professional Services)			
07/19/20	Review email from Laureen re: Sunshine Mall; reviewing comp plan	1.50	\$262.50
07/20/20	T/c w/ Laureen re: Mixed use zoning and minor subdivisions	0.40	\$70.00
07/20/20	Review comp plan and zoning code re: Mixed use land use and zoning; t/cs w/ Laureen; drafting email	3.20	\$560.00
07/21/20	Reviewing comp plan and LDC re: Mixed use; finalize email to Laureen, Les and Patty	2.80	\$490.00
07/22/20	T/c w/ Laureen re: Mixed use land use and zoning	0.20	\$35.00
07/22/20	T/c w/ Laureen re: Temporary development agreement for Buchanan way LLC; review documents from Laureen and draft reply	1.10	\$192.50
07/22/20	T/c w/ Laureen re: Variance extension and temporary storage development agreement for Clark; review email fro Laureen re: Extending variance	0.40	\$70.00
07/22/20	Tc w/ Laureen re: Sunshine Park mall	0.20	\$35.00
07/22/20	Review Sunshine Park mall development proposal from Laureen	0.80	\$140.00
07/22/20	Tc w Les re Sunshine Park Mall	0.20	\$35.00
07/23/20	T/c w/ Laureen re: Sunshine Park Mall	0.60	\$105.00
07/23/20	T/c w/ Laureen re: Sunshine Park mall	0.10	\$17.50
07/26/20	Review Laureen's draft re Sunshine Park Mall land use and zoning; review documents and drafting revisions	4.20	\$735.00
07/27/20	Drafting changes to letter re: Sunshine Park Mall; forward to Laureen and tc w Laureen	2.30	\$402.50
07/27/20	Tc w Les re letter for Sunshine Park Mall	0.50	\$87.50
07/28/20	Tcs w Laureen; finalize letter and exhibits re Sunshine Park Mall	2.70	\$472.50
07/29/20	Review email from Andy Clark re letter; research	0.20	\$35.00
07/30/20	Tc w Laureen re Sunshine Park Mall	0.40	\$70.00

Hours: 21.80

Labor: 3,815.00

Invoice Amount: 3,815.00

Date	Service Summary	Hours/Qty	Amount
In Reference To: Non Matter Related (Professional Services)			
07/01/20	Review email and court filing re: Abraham lawsuit	0.10	\$17.50

Date	Service Summary	Hours/Qty	Amount
07/01/20	Review proposed fence regulation changes and staff report; review code and draft email to Laureen with comments	2.40	\$420.00
07/01/20	Review email from Patty and attachments re: Definition of equipment and commercial parking; review city code and draft comments and forward	1.70	\$297.50
07/01/20	T/c w/ Les	0.20	\$35.00
07/02/20	Meeting with Laureen, Les and Patty re: Various land development code and development issues	2.90	\$507.50
07/02/20	Review email from Patty re: Land development code changes	0.10	\$17.50
07/06/20	T/c w/ Laureen re: Development fee schedule	0.30	\$52.50
07/06/20	Review Special Master agenda	0.50	\$87.50
07/07/20	Review email from Patty re: Revisions to commercial parking code and draft reply; review Patty's response	0.50	\$87.50
07/07/20	Review pleadings in foreclosure case	0.30	\$52.50
07/07/20	Review email from Amy re: Instructor agreement and obligation to pay ad valorem taxes; draft reply and review response from Amy	0.50	\$87.50
07/07/20	Review email from Les re: BTR and structured mortgage	0.10	\$17.50
07/08/20	Review email chain and attached variance approval from Laureen; t/c w/ Laureen and review code; draft email to Laureen	0.70	\$122.50
07/10/20	T/cs w/ Laureen re: Outside storage on city's property and expired variance	0.50	\$87.50
07/10/20	T/c w/ Laureen re: Minor subdivision	0.20	\$35.00
07/13/20	Review pleading in foreclosure case	0.10	\$17.50
07/14/20	Review email and attachments from Laureen re: Changes to development fee schedule and draft email reply; review Laureen's response and attachment and draft reply	0.40	\$70.00
07/14/20	review election question from Debbie to PAC endorsement	0.10	\$17.50
07/15/20	review email from supervisor of elections re PAC endorsement and draft reply.	0.20	\$35.00
07/15/20	Review email and attachment from Patty re: Community trust agreement to spend money to repair people's property; draft reply	0.50	\$87.50
07/15/20	review PAB agenda	0.30	\$52.50
07/15/20	Meeting with Laureen and Les re various issues	1.00	\$175.00
07/16/20	Review subrecipient agreement from County for CARES funding; drafting emails to Jason	1.00	\$175.00
07/16/20	Review email and attachments from Patty re: Mitigation plan and draft email	0.60	\$105.00
07/16/20	Review email from Amy and attachments re: Adding alternate members to board; draft reply	0.40	\$70.00
07/16/20	tc w Laureen re caretaker quarters and impervious surface requirement	0.40	\$70.00
07/17/20	Review email from supervisor of elections and draft reply	0.10	\$17.50
07/18/20	Review email from Laureen re: Minor subdivisions; review attachments; review code; copy and draft comments to code sections; forward and draft email	1.10	\$192.50
07/19/20	Research state law and city code re: Fire works regulations	1.70	\$297.50
07/19/20	Review emails from Laureen and draft replies re: Green acres	0.30	\$52.50
07/20/20	T/cs w/ Mark, Les and review fireworks ordinance; review ordinances from Debbie	0.90	\$157.50

Date	Service Summary	Hours/Qty	Amount
07/20/20	Review and draft emails with Debbie re fireworks regulations; review old ordinances; t/c w/ Les	1.00	\$175.00
07/21/20	Tc w Laureen re Green Acres subdivision	0.50	\$87.50
07/21/20	Review resolution for millage rate; review state laws; draft emails to Jason	0.50	\$87.50
07/21/20	Review code and state law; draft ordinance repealing fireworks regulations and forward to Les	1.10	\$192.50
07/22/20	Review and draft emails with Jason re: TRIM resolution and review state law	0.40	\$70.00
07/22/20	Review email and attachment from Brian re: River to Sea agreement and other documents and draft email to Brian	0.40	\$70.00
07/22/20	Review proposed agenda outline and draft email to Les	0.10	\$17.50
07/22/20	Review revised agenda and draft email	0.10	\$17.50
07/22/20	Review revised agenda and draft reply	0.10	\$17.50
07/22/20	Review and draft emails with Jason and revise TRIM resolution; review state law	0.70	\$122.50
07/22/20	Review proposed mask resolution and draft mail to Les with proposed change; t/c w/ Les	0.40	\$70.00
07/22/20	Review proposed resolution for fingerprint charge and draft email to Les with comment	0.20	\$35.00
07/22/20	review email and attachments re extending grant funding and draft email approval	0.20	\$35.00
07/23/20	Review email from Les and Gary re: City permit for shed in mobile home park and enforcement of mobile home prospectus; review state law and draft email	1.10	\$192.50
07/23/20	Review email and attached power of attorney from Laureen re: Approval to submit subdivision plat and draft reply	0.20	\$35.00
07/31/20	Review emails re Green Acres subdivision and tcs w Laureen	1.20	\$210.00
In Reference To: Non Matter Related (Expenses)			
07/31/20	monthly meeting retainer - reduced	0.50	\$317.32
			Hours: 28.30
			Labor: 4,952.50
			Invoice Amount: 5,269.82

Total Hours:	50.10
Total Labor:	8,767.50
Total Expenses:	317.32
Total Invoice Amount:	\$9,084.82
Previous Balance:	\$4,484.64
Payments/Adjustments:	\$-4,484.64
Total Amount Due:	\$9,084.82

Payments/Adjustments

Date	Transaction Type	Description	Amount
07/09/20	Payment		-4,484.64

CITY ATTORNEY SALARY CHART FOR VOLUSIA COUNTY

City Attorney Compensation Chart

data collected 09/10/2020 through various means (some data may be outdated)

2020-2021	Contracted Per Hour	Salary / On Staff	Column1
Daytona Beach	salary	\$194,997.00	
Daytona Beach Shores	\$8,700 per month	contract	
DeBary			
DeLand	\$190.00	contract	
Deltona			
Edgewater	\$225.00	contract	
Holly Hill	\$170.00	contract	
Lake Helen	\$150.00	contract	
New Smyrna	salary	\$140,431.00	
Oak Hill	\$145.00	contract	
Orange City	\$150.00	contract	
Ormond Beach	salary	\$165,600.00	
Ponce Inlet	\$200.00	contract	
Port Orange	salary	\$134,992.00	
South Daytona	\$175.00	contract	
Volusia County	salary	\$227,042.00	from 2018 data collection

data collected 9/10/2020 - some data may be outdated