

AGREEMENT
BETWEEN
EDGEWOOD POLICE DEPARTMENT
AND
DEYOUNG LAW FIRM, P.A.
FEID: 46-1891290

THIS AGREEMENT, by and between the **CITY OF EDGEWOOD**, a municipal corporation existing under the laws of the State of Florida, for the **EDGEWOOD POLICE DEPARTMENT**, located at 5565 S. Orange Avenue, Edgewood, Florida 32809-3406 herein referred to as the “**DEPARTMENT**”, and the **DEYOUNG LAW FIRM, P.A.** having its principal office at 2423 S. Orange Avenue, #101, Orlando, Florida 32806, hereinafter referred to as the “**CONTRACTOR**”.

WITNESSETH: In consideration of the mutual promises herein contained, the parties have agreed and hereby enter in this Agreement for Services according to the provisions set out herein:

A. SCOPE OF SERVICES

Police Legal Advisor and Litigation Services on an as needed basis as requested by the Department and agreed upon by the Contractor.

B. COMPENSATION AND TERM OF AGREEMENT

1. Hourly Rate for Services

Police Legal Advisor and Litigation Services will be billed by the Contractor to the Department at a rate of \$200 per hour in fifteen minute increments.

2. Reimbursing out of pocket expenses

The Department will reimburse the Contractor, or make direct payment, for any out of pocket expenses made by the Contractor to fulfill a request for services described in Section A, above. For example, the Department will reimburse the Contractor for filing fees to initiate litigation, posting of a bond for forfeiture litigation, Service of Process fees, Expert Witness Fees, etc. Additionally, if the Department requires the Contractor to travel outside of Orange County, Florida to perform services, the Contractor will be reimbursed for those travel costs. The Contractor will discuss those fees with the Chief of Police, or his designee(s), prior to incurring the fees to the best of her ability.

3. Timetable of Payments

Payment(s) to the Contractor shall be made on a monthly basis once an invoice has been received and approved by the Department. The payment shall be made in a timely manner after the Contractor has performed her duty under this Agreement.

4. Term of Agreement

The effective date and term of the Agreement shall be from the date of signature through September 30, 2023. The contract will auto-renew on an annual basis until terminated by either party.

C. OTHER TERMS AND CONDITIONS

1. During the term of the Agreement, Contractor shall maintain her Florida Bar license to practice law and any other licenses, certifications, and/or designations necessary to carry out the obligations set forth in this Agreement.
2. The Contractor warrants that no part of the total contract amount provided herein shall be paid, directly or indirectly, to any officer or employee of the Department as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to the contractor in connection with any work contemplated or performed relative to this Agreement.
3. The Contractor, being an independent Contractor and not an employee of the City, agrees to carry adequate insurance, and to pay all taxes incidental hereunto.
4. This Agreement may be terminated by either party by giving written notice to the other, at least 60 days prior to the intended termination of the Agreement. In the event of such termination of this Agreement, the Contractor shall be entitled to receive compensation for any satisfactory authorized work completed on or before the termination date.
5. If either party fails to fulfill in a timely and proper manner its obligations under this Agreement, the offended party shall give the offending party thirty (30) days to cure the defect. If the defect is not cured, the opposing party shall have the right to immediately terminate this Agreement with payment of compensation for work completed to the Contractor.
6. This Agreement may be modified only by written amendment executed by all parties hereto.

7. The Florida Public Records Act, Chapter 119.071 of the Florida Statutes, requires:

- a. That the contractor keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the IT systems of the agency.
- e. **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 COCNTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CUSTODIAN OF PUBLIC RECORDS (Insert Contact Information)**

8. Neither Party may assign this Agreement.

9. This Agreement is solely for the benefit of the parties hereto. No right, remedy cause of action or claim shall accrue to the benefit of any third party who is not one of the parties executing this Agreement.

10. If any party enters into legal actions for enforcement of or damages for breach of this Agreement, each party will be responsible for its own costs and attorney's fees. The exclusive venue of a legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Orange County, Florida. The parties waive any right to a jury trial.
11. Any notice required under this Agreement shall be provided in writing via U.S. mail to the address given on page 1 with an electronic copy sent to the below listed email.
12. **Chief Dean DeSchryver** is the Department's Coordinator for this Agreement and can be reached at (407) 946-4971 or email at ddeschryver@edgewood-fl.gov.
13. **Erin DeYoung** is the Contractor's Coordinator for this Agreement and can be reached at (407) 412-4779 or email: deyounglawfirm@yahoo.com.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set forth their signatures.

DEYOUNG LAW FIRM, P.A.

By: _____
Erin L. DeYoung
President
Date

Edgewood Police Department

By: _____
Dean A. DeSchryver
Chief of Police
Date