

**AGREEMENT BETWEEN
CITY OF EUSTIS AND
CAMPIONE & HACKNEY, P.A.
FOR LEGAL REPRESENTATION FOR CODE ENFORCEMENT BOARD**

THIS AGREEMENT by and between the City of Eustis (“CITY”), a Florida municipal corporation, and Campione & Hackney, P.A., a Florida professional association (“CONSULTANT”)

RECITALS

WHEREAS, CITY has determined that it is necessary to obtain outside legal services to provide representation to the City of Eustis Code Enforcement Board, an administrative board created by the City of Eustis to exercise control and enforcement of local code requirements; and

WHEREAS, CONSULTANT has experience and desires to act as outside counsel to the Code Enforcement Board.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1. The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, CITY hereby retains and employs CONSULTANT to act as legal counsel to the City of Eustis Code Enforcement Board (“BOARD”). CONSULTANT agrees to provide the following services:

- A. Attend hearings of the BOARD; and
- B. Be knowledgeable of the provisions of the City of Eustis Code regarding the authority, powers, and procedures of the BOARD; and
- C. Provide legal advice to the BOARD during the conduct of their hearings; and
- D. Make decisions during the hearing regarding conflicts of interest and voting requirements for BOARD members.

No additional work will be performed by the CONSULTANT without the direction of the BOARD Chairman and the authorization or consent of the City Manager.

2.2 This Agreement shall be effective on June 1, 2024 (effective date) and shall remain in effect until terminated by either the CITY or CONSULTANT, as detailed further below.

2.3 CONSULTANT agrees that this shall be an open quantity contract. The CITY shall not guarantee to the CONSULTANT any minimum amount of work throughout the term of this Agreement.

2.4 CONSULTANT has represented to the CITY that the services to be provided under this Agreement will be performed primarily by Matthew C. Frey, Esq. In the event Attorney Frey is unable to attend, CONSULTANT will first seek to arrange coverage by one of the attorneys employed with Campione & Hackney, P.A. Attorney Frey or someone on his behalf shall provide notice of his unavailability and the name of his replacement as promptly as possible. Such notice shall be provided to the City Manager, City Attorney, and City Code Enforcement Board. For this purpose, email notification is sufficient. In the event the CONSULTANT is unable to provide an attorney to attend a BOARD meeting due to sickness, health reason, conflict, or other emergency, the CONSULTANT will propose a qualified attorney and such temporary replacement is subject to prior written approval by the City Attorney.

Article 3. Payment

3.1 Payment shall be based upon a negotiated lump sum fee arrived at utilizing the rate of **one hundred and ninety-five dollars (\$195.00)** per hour. The CITY and CONSULTANT agree the above stated hourly rate is a single hourly rate encompassing any costs, overhead, salary, benefits, assistant's time, paralegal's time, postage and other costs. The CONSULTANT shall not bill for travel time for any travel occurring outside the city limits of Eustis, Florida.

3.2 Invoices shall be submitted on a monthly basis to City Manager's Office, 10 North Grove Street, Eustis, FL 32726. Each invoice shall contain a detailed description of services and the dates of services.

Article 4. Special Terms and Conditions

4.1 Qualifications. During the term of this Agreement, CONSULTANT will be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. The attorneys of CONSULTANT who provide the services under this Agreement, must be a member of the Florida Bar and remain in good standing with the Florida Bar during the term of this Agreement. In the event, an attorney of CONSULTANT providing services under this Agreement loses his/her good standing with the Florida Bar or becomes suspended or dis-barred, the CONSULTANT shall immediately notify the CITY and the CITY may terminate this Agreement with cause.

4.2 Termination. This Agreement is terminable at will by either CITY or CONSULTANT upon thirty (30) days advance written notice to the other party.

4.3 Assignment. This Agreement shall not be assigned or subcontracted, except with the written consent of the CITY.

4.4 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of CITY. CONSULTANT shall have no authority to contract for or bind CITY in any manner and shall not represent itself as an agent of CITY or as otherwise authorized to act for or on behalf of CITY.

4.5 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

4.6 Conflict of Interest. CONSULTANT hereby certifies that no officer, agent, or employee of CITY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the CITY.

Article 5. General Conditions

5.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

5.2 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

5.3 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

5.4 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

5.5 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

5.6 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Campione & Hackney, P.A.
2750 Dora Avenue
Tavares, Florida 32778

If to CITY:

City Manager
10 North Grove Street
Eustis, FL 32726

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

5.7 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City through its City Manager, and by Consultant, through its duly authorized representative.

CONSULTANT

Campione & Hackney, P.A.

By: _____

Printed

Name: _____

Title: _____

This ____ day of _____, 2024.

CITY

By: _____

Tom Carrino
City Manager

This ____ day of _____, 2024.