

**PROFESSIONAL SERVICES AGREEMENT**  
**(Special Magistrate Services)**

**THIS AGREEMENT** (“Agreement”) is entered into by and between the City of Eustis, a Florida municipal corporation (“City”) and Campione & Hackney, P.A., a Florida professional association, authorized to do business in the State of Florida (“Special Magistrate”).

**WHEREAS**, pursuant to City Ordinance 24-11 and Chapter 316, Florida Statutes, the City is in need of special magistrate services to serve in the capacity of the City’s local hearing officer; and

**WHEREAS**, the local hearing officer shall conduct hearings on challenged uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes, that are captured by speed detection systems in accordance with section 316.1896, Florida Statutes, as such may be amended from time to time; and

**WHEREAS**, the Special Magistrate has notified the City of its interest in serving as its local hearing officer for the purposes stated herein; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of the services to be provided by Special Magistrate to the City.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and Special Magistrate agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: SPECIAL MAGISTRATE’S SERVICES.** Special Magistrate shall serve as the City’s local hearing officer for uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes, that are captured by speed detection systems in accordance with section 316.1896, Florida Statutes. The City shall coordinate all hearing dates with Special Magistrate. At the conclusion of the hearings, the Special Magistrate shall render an order containing findings of fact, based on the evidence of record, and conclusions of law, and shall order proper relief consistent with the powers granted by Florida law. This is not an exclusive contract. The parties agree that Special Magistrate shall serve in an ex officio capacity if Special Magistrate serves other local governments as a special magistrate, and that such service to other local governments does not create duties inconsistent with serving as the special magistrate to the City.

Special Magistrate 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, Special Magistrate 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 and City Attorney. For this purpose, email notification is sufficient. In the event the Special Magistrate is unable to provide an attorney to attend a hearing due to sickness, health reason, conflict, or other emergency, the Special Magistrate will propose a qualified attorney and such temporary replacement is subject to prior written approval by the City Attorney.

### **SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.**

- a. No relationship of employer or employee is created by this Agreement, it being understood that Special Magistrate will act hereunder as an independent contractor and none of the Special Magistrate's, officers, directors, employees, independent contractors, representatives or agents performing services for Special Magistrate pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Special Magistrate is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.
- b. The City and Special Magistrate each for itself, its employees and contractors, agree that upon entering this Agreement, no member of the City Commission, no City employee, no City consultant, or other person, including a respondent or respondent's representative, shall have any ex parte communication with the Special Magistrate concerning any item before the Special Magistrate, or seek to influence, by any means, the outcome of any matter which shall come before the Special Magistrate, except a proper hearing to which all parties have been given proper notice, or have waived such notice. This provision shall not apply to any City employee or contractor assigned to assist the Special Magistrate in the performance of strictly administrative or ministerial duties.

### **SECTION 4: TERM AND TERMINATION.**

- a. **Term.** This Agreement shall be effective on February 11, 2025 (effective date) and shall remain in effect until terminated by either party, as detailed further below.
- b. **Termination.** Either party may terminate this Agreement at any time by giving not less than thirty (30) days prior written notice of termination.
- c. **Effect of Termination.** Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Special Magistrate of such occurrence and either the City or Special Magistrate may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever. The City shall pay Special Magistrate for all services provided up to the date of termination.

### **SECTION 5: COMPENSATION.**

- a. **Payments.** The City agrees to compensate Special Magistrate for services provided in the amount of One Hundred Ninety-Five Dollars (\$195.00) per hour. Special Magistrate shall not charge for travel time to and from the hearings. There will be a minimum guarantee of two (2) hours for each hearing unless the hearing is cancelled.
- b. **Invoices.** Special Magistrate shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Each invoice shall contain a detailed description of services and the dates of services. Invoices will normally be paid within thirty (30) days following the City's receipt of the Special Magistrate's invoice. Invoices shall be submitted to: City of Eustis, Attn: City Manager, 10 North Grove Street, Eustis, FL 32726.

**SECTION 6: COMPLIANCE.** The proceedings and duties of the Special Magistrate hereunder are pursuant to and shall be in accordance with Florida Statutes, the City's Charter and Code of Ordinances. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 7: GOVERNING LAW, VENUE AND REMEDIES.** This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Lake County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 8: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 9: AUTHORITY TO PRACTICE.** During the term of this Agreement, Special Magistrate will be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. Special Magistrates 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 Special Magistrate loses his/her good standing with the Florida Bar or becomes suspended or disbarred, the Special Magistrate shall immediately notify the City and the City may terminate this Agreement. In the event a legal conflict arises between Special Magistrate and any respondent, Special Magistrate shall immediately advise the City of such conflict and shall recuse himself/herself and take no further action in the case.

**SECTION 10: PUBLIC RECORDS.** Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records or designee, provide the City 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 Chapter 119, Florida Statutes, 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 this Agreement and following completion of this Agreement if Special Magistrate does not transfer the records to the City.

(d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Special Magistrate or keep and maintain public records required by the City to perform the service. If Special Magistrate transfers all public records to the City upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Magistrate keeps and maintains public records upon completion of the Agreement, Special Magistrate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CITY'S CUSTODIAN OF RECORDS AT (352) 483-5430 OR [CITYCLERK@EUSTIS.ORG](mailto:CITYCLERK@EUSTIS.ORG) OR 10 N. GROVE ST., EUSTIS, FL 32726.

## **SECTION 11: GENERAL CONDITIONS.**

**11.1 Assignment.** This Agreement shall not be assigned or subcontracted, except with the written consent of the City.

**11.2 Headings.** 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.

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

**11.4 Waiver.** 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.

**11.5 Severability.** 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.

**11.6 Notices.** 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 Special Magistrate:  
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.

**11.7 Preparation.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**11.8 Entirety of Agreement.** 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.

**11.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**[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 Special Magistrate, through its duly authorized representative.

**SPECIAL MAGISTRATE**

Campione & Hackney, P.A.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

This \_\_\_\_ day of February, 2025.

**CITY**

By: \_\_\_\_\_

Tom Carrino  
City Manager

This \_\_\_\_ day of February, 2025.