

**CITY OF NORTH MIAMI
AGREEMENT FOR LEGAL SERVICES
(CODE ENFORCEMENT LIEN COLLECTIONS)**

THIS AGREEMENT is made and entered into by and between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, (City), and ERIGENE BELONY, Esq. doing business as THE BELONY LAW GROUP, PLLC, (Outside Counsel) in connection with the legal collections and actions against resident and property owners in the City of North Miami for the unpaid code enforcement liens, fines, assessments, etc. Outside Counsel wishes to act as the attorney for the CITY OF NORTH MIAMI for the matters agreed to by the parties and agrees to the following:

I. FEES

For all collection matters assigned to Outside Counsel, Outside Counsel will be entitled to a fee percentage equal to twenty-five percent (25%) of all monies collected, for all collection efforts, including the filing of a lawsuit. Outside Counsel will not receive an hourly rate for legal collection services performed no matter how much time is spent in connection with any and all files assigned to Outside Counsel.

II. COSTS AND EXPENSES

Outside Counsel shall, upon approval of the City Attorney's Office, advance all costs, including filing fees, service of process fees, search costs, title costs, depositions costs, etc. expensed on behalf of the City for all assigned files.

III. BILLING

All invoices must be submitted to the City Attorney's Office on a monthly basis for review and approval prior to payment. Invoices should be itemized to include case reference, receipts and other expenses. All monies collected by Outside Counsel shall be submitted directly to the City and the City will reimburse Outside Counsel twenty-five percent (25%) of the recovery fee plus costs expended for each assigned file.

**IV. ATTORNEY-CLIENT RELATIONSHIP AND CONFIDENTIALITY
PROFESSIONAL STAFFING**

Outside Counsel and the City agree and understand that all communication they have had, and will have, relating to this Engagement is communication undertaken in anticipation of litigation and/or within the scope of an attorney-client relationship. The confidentiality and trust demanded by this professional relationship is both required and protected by law. The City may rely on the privileges accorded this professional relationship in all matters in which Outside Counsel provides legal services. Furthermore, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense shall be kept confidential and shall not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order.

V. PUBLIC RECORDS

The City and all its activities, unless exempt, are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes). As such, Outside Counsel must observe and comply with the requirements of said laws and all related City policies and procedures.

VI. PROFESSIONAL LIABILITY INSURANCE

Outside Counsel will maintain in full force and effect, during the life of this Engagement, Standard Professional Liability Insurance that is reasonable and prudent in relation to the types and sizes of matters handled. Certificates of liability insurance, satisfactory to the City Attorney's Office, shall be furnished to the City Attorney's Office immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City Attorney's Office with thirty (30) days prior written notice of any cancellation or non-renewal.

VII. REPORTING REQUIREMENTS

Outside Counsel shall provide monthly status reports, in writing, which will give a detailed itemization of any collections made, outstanding monies owed, any costs advanced, the procedural posture of a case if a lawsuit is filed as well as copies of any pleadings in connection with an assigned file. Prior to the filing of a lawsuit, Outside Counsel must first obtain the express consent of the City Attorney's Office.

VIII. CONFLICTS OF INTERESTS

Outside Counsel shall represent to the City that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of legal services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. Outside Counsel shall promptly notify the City Attorney's Office, in writing, of all potential conflicts of interest, which may influence or appear to influence Outside Counsel's judgment or quality of legal services. The notice shall identify the perspective business association, interest, or circumstance and the nature of work that Outside Counsel wants to undertake and shall request the City's opinion as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest that is entered into by Outside Counsel. The City shall notify Outside Counsel of its opinion within thirty (30) days of receipt of notification by Outside Counsel. If, in the opinion of the City, the prospective business association, interests, or circumstance would not constitute a conflict of interest, or circumstance shall not be deemed to be a conflict of interest with respect to the legal services provided by Outside Counsel.

Outside Counsel shall not be prohibited from representing or providing like services to other persons and entities besides the City, so long as Outside Counsel avoids any representation or relation which would create a conflict of interest, as determined by the City Attorney in following the Rules of Professional Conduct.

IX. INDEPENDENT CONTRACTOR

Outside Counsel is, and shall be in the performance of all work, services, and activities for the City, an independent contractor, and not an employee, agent, or servant of the City. All persons engage in any of the work or services performed pursuant to this engagement, shall at all times, and in all places, be subject to Outside Counsel's sole discretion, supervision, and control. Outside Counsel shall exercise control of the means and manner in which it and its employees perform the work, and in all respects, Outside Counsel's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City.

X. NOT ASSIGNABLE

This Agreement shall not be assigned by either party.

XI. CITY'S LIEN AND OWNERSHIP OF FILES

City Attorney's Office will have a lien for Outside Counsel's fees or costs advanced on behalf of the City, on all funds obtained by judgment, settlement or arbitration award payable to City. All work, files and documents prepared by Outside Counsel on behalf of the City is the property of the City.

XII. DISPUTES

Any dispute arising from this Agreement shall be resolved either through final and binding arbitration or by submission of the dispute to a court having jurisdiction in Miami-Dade County, at the sole discretion of the City.

XI. TERMINATION OF LEGAL SERVICES

The City has the right to terminate Outside Counsel's representation upon written notice to Outside Counsel, and said termination shall become effective upon receipt of said notice. Outside Counsel may terminate its representation upon written notice to the City, and said termination shall become effective upon receipt of said notice unless, however, termination by Outside Counsel would prejudice the City in any pending litigation. Upon termination by either party, Outside Counsel shall transfer all work in progress, completed work, and other materials related to the terminated work to the City Attorney's Office.

XII. GOVERNING LAW, MODIFICATION OF THIS AGREEMENT, ENTIRE AGREEMENT

This Agreement is to be interpreted in accordance with the laws of Florida; may not be modified in any way without the express, written agreement of both parties; and represents the entire agreement of the parties.

XIII. EFFECTIVE DATE, DURATION

This Agreement shall be effective upon execution by the parties and shall be terminated as setout in Section XI above.

On behalf of the firm, I agree to the terms outlined above.

OUTSIDE COUNSEL:

By: *Erigene Belony*
Partner

Dated: 8/8/2012

CITY OF NORTH MIAMI, FLORIDA

By: 
REGINE M. MONESTIME
CITY ATTORNEY

Dated: 8/13/12