### **AGREEMENT**

This Agreement, made effective the 28<sup>th</sup> day of August, 2014, between **THE CITY OF FRUITLAND PARK, FLORIDA**, ("City"), and **ASHLEY S. HUNT**, of Hunt Law Firm, P.A., 601 S. 9<sup>th</sup> Street, Leesburg, Florida 34748 ("Hunt").

# RECITALS

- A. City is a Florida municipal corporation, incorporated under the laws of the State of Florida.
- B. Hunt is an attorney and a duly licensed member of the Bar in the State of Florida and is authorized to practice law in the state and federal courts of the State of Florida.
- C. Hunt desires to provide Magistrate services for City's Code Enforcement Board, as an independent contractor.
- D. City, by and through its City Commission, desires to have Hunt serve as a Magistrate for Code Enforcement Board.

In consideration of the above premises, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties mutually agree as follows:

## NATURE OF EMPLOYMENT

City hereby retains and employs Ashley S. Hunt, of Hunt Law Firm, P.A., 601 S. 9<sup>th</sup> Street, Leesburg, Florida 34748 to act, under the title of "Magistrate", as Magistrate for the City's Code Enforcement Board. Magistrate shall attend Code Enforcement Board meeting as requested by the City.

## ACCEPTANCE OF EMPLOYMENT

Hunt hereby accepts the employment and agrees to render to the best of his ability the services described herein during the continuance of this Agreement. This Agreement creates an independent contractor relationship and not one as employer/employee.

### CONFLICTS OF INTEREST

The parties acknowledge that Hunt is a private practitioner practicing with the Hunt Law Firm, P.A., in the City of Leesburg, Florida, and that there exists the possibility that private clients of his firm may conflict from time to time with the representation of the City. Hunt agrees that he will not accept any employment that would create a conflict of interest with his representation of the City as set forth in the Florida Codes of Professional Responsibility.

#### COMPENSATION

For any and all legal services provided to City by Hunt, City shall pay to Hunt the sum of \$165.00 per hour, or fraction thereof, billed in quarter hour increments, and \$65.00 per hour, or fraction thereof, billed in quarter hour increments, spent by any paralegal or legal assistant on said services.

Hunt shall submit a detailed statement to City on a monthly basis for all services provided, which amount shall be paid by City to Hunt promptly upon receipt.

#### TERMINATION

This Agreement shall be effective as of the date listed above although executed subsequent thereto. This Agreement may be

terminated at any time upon thirty (30) days written notice from either party to the other party that employment hereunder is to be so terminated.

In witness whereof, the parties have executed this Agreement on this  $28^{\rm th}$  day of August, 2014.

Ashley S. Hunt

Hunt Law Firm, P.A.

Christopher J. Bell, Mayor City of Fruitland Park, Florida

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