

**AGREEMENT BETWEEN THE CITY OF HAINES CITY  
AND JENNINGS KEMP BRINSON  
FOR SPECIAL MASTER SERVICES**

**THIS** Agreement is entered into this 18<sup>th</sup> day of November, 2021, by and between the **CITY OF HAINES CITY, FLORIDA**, hereinafter referred to as **CITY**, located at 620 East Main Street, Haines City, Florida 33844, and **JENNINGS KEMP BRINSON**, hereinafter referred to as **SPECIAL MASTER**, located at Bloodworth Law, PLLC, 801 N. Magnolia Ave. Ste. 216, Orlando, FL 32803-3842.

**WHEREAS, JENNINGS KEMP BRINSON** is a member of the Florida Bar in good standing and, as such is licensed to practice law in the State of Florida and meets all qualifications required by the **CITY** for Code Compliance Special Master Services; and

**WHEREAS, CITY**, in accordance with its Code, desires to contract with **SPECIAL MASTER** to serve as its Code Compliance Hearing Officer and particularize the services and compensation for that service.

**IN CONSIDERATION THEREOF**, the parties do hereby covenant and agree, in return for the mutual promises set forth herein, as follows:

1. The foregoing recitals are true and correct.
2. **CITY** hereby retains and contracts with **SPECIAL MASTER** to serve as its Code Compliance Hearin\_g Officer. This contract shall be for a one (1) year period to be effective November 4, 2021 until the end of the **CITY's** 2021/22 fiscal year subject to the provisions of paragraph 9 below. At the end of the **CITY's** 2021/22 fiscal year, this contract may be renewed for five (5) additional one (1) year periods subject to agreed upon

rates, available funds and the provisions of paragraph 9 below.

3. **CITY** shall pay compensation for **SPECIAL MASTER's** services as Code Compliance Hearing Officer on an hourly basis in accordance with the following fee schedule. A rate of \$160.83 an hour for all of **SPECIAL MASTER's** services, exclusive of **SPECIAL MASTER's** out-of-pocket costs incurred to provide said services which shall be submitted to the **CITY** on a monthly basis. There will be no additional charges by the **SPECIAL MASTER** for office overhead to include administrative assistants/secretaries and other support personnel. For subsequent fiscal years renewals, the **SPECIAL MASTER and CITY** shall agree on a fee schedule for that fiscal year.

a. Monthly invoices for time charges shall include the following information: a description of the service, the name of the individual performing the service, the date on which the service was performed and the amount of time spent performing the service.

b. **CITY** agrees to provide such clerical, administrative personnel and legal services deemed reasonably necessary to support the **SPECIAL MASTER** activities and assist in the proper performance of duties as contemplated in the City Code. The **SPECIAL MASTER** shall not be authorized to engage, hire, or use any person and/or entity except those provided by the **CITY** to assist in the performance of duties hereunder.

4. In consideration for the fee payment, **SPECIAL MASTER** shall perform such Code Compliance Services as the City Commission may authorize including but not limited to the following specific duties:

a. Hearing and deciding alleged violations of Haines City Code of Ordinances, as it now exists and/or as it is amended in the future.

b. Assessing fines against violators of city codes and ordinances; affirming or modifying penalties imposed by the code enforcement board whose jurisdiction was repealed April 7, 2005; and determining the amount of reasonable expenses incurred by the **CITY** as a result of orders issued pursuant to the authority granted.

c. Conducting code violation hearings at least once each month on such date as agreed to between the parties. All hearings shall be properly noticed and held in a designated facility owned by the **CITY** and accessible to the general public.

d. Consistent with Florida Statute Chapter 162, adopting rules for the conduct of hearings; subpoenaing to hearings alleged violators, witnesses and evidence; taking testimony under oath; and issuing orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

e. As soon as practicable after the conclusion of the hearing, issue findings of fact based on evidence of record, and conclusions of law, and issue **an** order affording the proper relief consistent with powers granted herein and in accord with Florida Statutes Chapter 162.

f. Such other duties as may be necessary to perform all code compliance services as contemplated under Chapter 162 of the Florida Statutes and the City Code.

5. **SPECIAL MASTER** agrees to provide other similar services to **CITY** upon **CITY's** request to include but not limited to the following:

- a. Hearing Officer for red light hearings;
- b. Nuisance Abatement Hearing Officer;
- c. Hearing Officer for other code violations such as parking citations, alarm code, alcoholic beverage violations, animal/fowl violations, technical code issues; and fire code violations.

**SPECIAL MASTER** shall not be required to serve in positions where a conflict of interest is present.

6. In the event that **SPECIAL MASTER** is required to travel outside of Haines City on business on behalf of **CITY**, **CITY** shall pay **SPECIAL MASTER's** reasonably incurred travel expenses, meals and lodging at the rate set forth in **CITY's** travel policy or Florida Statutes and payable upon properly submitted invoices.

7. In the event that **SPECIAL MASTER** shall determine that a conflict of interest may arise or has arisen in reference to any matter that **SPECIAL MASTER** is handling for **CITY**, **SPECIAL MASTER** shall promptly notify the City Commission and City Manager thereof. In the event that the conflict cannot be resolved, the City Attorney shall recommend that the City Commission retain a specially appointed attorney to act as **SPECIAL MASTER** to perform code compliance services for the **CITY** in such action. Alternatively, if **SPECIAL MASTER** is for any reason unavailable to provide services for any particular hearing, **SPECIAL MASTER** is permitted to designate a qualified person to serve in his stead, subject to **CITY's** consent.

8. **CITY** and **SPECIAL MASTER** understand and agree that **SPECIAL MASTER** may maintain his private practice of law and may represent clients other than **CITY** provided that representation of such other clients does not create a conflict of interest concerning code compliance services that are being provided by **SPECIAL MASTER** on behalf of **CITY**. **SPECIAL MASTER**, as a non-employee lawyer, is not confined or restricted to acting as the **CITY's SPECIAL MASTER**, exclusively, in the exercise of **SPECIAL MASTER's** legal practice. If in the representation of existing clients of **SPECIAL MASTER** and **SPECIAL MASTER's** firm a conflict arises then **SPECIAL MASTER** shall promptly notify City Commission thereof. In the event that the conflict cannot be resolved, the City Attorney shall recommend that the City Commission and City Manager retain a specially appointed attorney to act as the **CITY's SPECIAL MASTER** in such action.

9. This Agreement may be terminated during the term hereof, by either **CITY** OR **SPECIAL MASTER** upon sixty (60) days written notice by one party to the other. If terminated, then **CITY** shall pay **SPECIAL MASTER** for all services rendered through termination.

10. The interpretation of this Agreement shall be governed by the laws of the State of Florida.

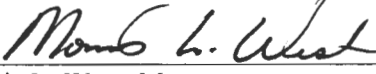
11. This Agreement revokes and supersedes any prior agreements, written and oral. No representations or promises other than those set forth herein may be relied upon by either party. This Agreement represents the entire agreement between the parties and shall not be subject to modification or amendment by any oral representation, or any

written statement by either party, except for a dated written amendment of this Agreement signed by both the parties.

12. The **CITY** and **SPECIAL MASTER** acknowledge and recognize that **CITY** may enter into interlocal agreements with other Florida municipalities to utilize **CITY's SPECIAL MASTER** for services as described herein. In this regard, **SPECIAL MASTER** agrees to consider providing such service to other Florida municipalities if the **CITY** enters into interlocal agreements, from time to time, and that the provision of such service shall be considered a part of **CITY's SPECIAL MASTER** position.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first above written.

**CITY OF HAINES CITY,**  
A Florida municipal corporation

By:   
Morris L. West, Mayor

ATTEST:



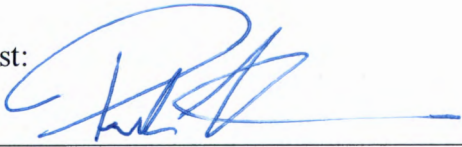
Erica Anderson, CMC, City Clerk

APPROVED AS TO FORM AND CONTENT.

  
Fred Reilly, City Attorney

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Attest:



Print Name: Robert Kovacic

**JENNINGS KEMP BRINSON**

Signature:



Date:

12/8/2021