

Meeting Date: 9/14/2010



Agenda Item # 4e.

CITY COUNCIL AGENDA ITEM

Contact Name: Jamie Croteau
Department/Contact # City Manager

Department Director: _____
City Manager: Jamie Croteau

- Type of Item:
- Public Hearing
 - Ordinance First Reading
 - Ordinance Second Reading
 - Resolution
 - Discussion & Action
 - Council Approval

Subject: Contract for Code Enforcement Hearing Officer Services

BACKGROUND: The Law Firm of DeBeaubien, Knight, Simmons Mantzaris & Neal has been providing an attorney to serve as Orange City’s Code Enforcement Hearing Officer. Currently, that individual is Mr. D. John Moreson, Jr. Esq. Staff has been very satisfied with the services provided by Mr. Moreson in this capacity and would like to continue the City’s relationship with him.

In accordance with the requirements of City Code and State Statute, an agreement with Mr. Moreson is being presented for your approval via Resolution No. 619-10. The contract is for a billable rate of \$140 per hour plus reimburseable expenses as identified in the agreement and runs for a term of one year with an automatic renewal unless cancelled by thirty days notice.

RECOMMENDATIONS: Staff recommends adoption of Resolution No. 619-10 authorizing the City Manager to execute a contract with Mr. John D. Moreson, Jr., DeBeaubien, Knight Simmons Mantzaris & Neal to serve as Code Enforcement Hearing Officer for the City of Orange City.

ATTACHMENTS:
Resolution No. 619-10
Contract with DeBeaubien, Knight, Simmons, Mantzaris & Neal, LLP for Provision of Code Enforcement Hearing Officer Services

FINANCIAL IMPACT:

Reviewed by City Attorney _____
Reviewed by Finance Dept. _____
Reviewed by: _____

1st Discussion Date: 9/14/2010	2nd Discussion Date: Click here to enter a date.	Third Discussion Date: Click here to enter a date.	Other Dates: Click here to enter a date.
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RESOLUTION NO. 619-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH DE BEAUBIAN, KNIGHT, SIMMONS, MANTZARIS & NEAL, LLP FOR D. JOHN MORGESON, JR. TO ACT AS THE CITY'S CODE ENFORCEMENT HEARING OFFICER; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-132 of the City Code requires that the City Council shall appoint an individual to serve as the City's Code Enforcement Hearing Officer; and

WHEREAS, the City of Orange City wishes to continue to utilize the services of D. John Morgeson, Jr., Esq. of the law firm DeBeaubian, Knight, Simmons, Mantzaris and Neal, LLP as the City's Code Enforcement Hearing Officer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA:

SECTION 1. That D. John Morgeson, Jr. of the law firm DeBeaubian, Knight, Simmons, Mantzaris and Neal, LLP is hereby appointed by the City Council to serve as the City's Code Enforcement Hearing Officer.

SECTION 2. The City Manager is hereby authorized to execute an agreement with DeBeaubian, Knight, Simmons, Mantzaris and Neal, LLP for the services of D. John Morgeson, Jr., as the City's Code Enforcement Hearing Officer.

SECTION 3. Mr. Morgeson will carry out the duties of his office in accordance with the provisions of the code of ordinances of the City of Orange City and applicable Florida State statutes.

SECTION 4. Mr. Morgeson will serve in accordance with the terms of the *Agreement for Provision of Code Enforcement Hearing Officer Services*, attached hereto and made a part hereof by reference.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

ROLL CALL VOTE AS FOLLOWS:

Gary A. Blair	_____	Jeff H. Allebach	_____
O William Crippen	_____	Tom Abraham	_____
Anthony Pupello	_____	Tom Laputka, Vice Mayor	_____
Harley Strickland, Mayor	_____		

PASSED and ADOPTED this _____ day of _____, 2010.

ATTEST:

AUTHENTICATED:

Deborah J. Renner, CMC, City Clerk

Harley Strickland, Mayor

Approved as to form and legal sufficiency:

William E. Reischmann, Jr., City Attorney

AGREEMENT FOR PROVISION OF CODE ENFORCEMENT HEARING OFFICER SERVICES

This Agreement made this _____ day of _____, 2010, between De Beaubien, Knight, Simmons, Mantzaris & Neal, LLP, hereinafter referred to as "the Drage Law Firm and John D. Morgeson, Jr., hereinafter the "Code Enforcement Hearing Officer," and the City of Orange City, a Florida municipal corporation, hereinafter referred to as "City."

WITNESSETH

In consideration of the mutual covenants contained in this Agreement, the Drage Law Firm, the Code Enforcement Hearing Officer, John D. Morgeson, Jr. and the City hereby agree as follows:

1. **TERM OF SERVICE:** Notwithstanding the date on which this Agreement was executed by the parties, the term of this Agreement with the City is for a period beginning September 14, 2010 and ending September 13, 2011. This Agreement may be terminated earlier as provided in Section V herein. This Agreement shall also be reviewed on an annual basis and shall be automatically renewed unless either party notifies the other party by thirty (30) days written notice of the desire to terminate this Agreement.

2. **PROVISION OF SERVICES:** Under the terms of this Agreement, D. John Morgeson, Jr. shall serve as the Code Enforcement Hearing Officer, on an as needed basis, and shall hear and decide cases in which violations are alleged of the City Code of Ordinances. The Code Enforcement Hearing Officer, in the conduct of his duties, may: (1) Adopt rules for the conduct of Code Enforcement hearings; (2) subpoena alleged violators and witnesses to Code Enforcement hearings; (3) Subpoena evidence; (4) administer oaths and take testimony under oath; (5) issue an order having the force of law commanding whatever steps are necessary to bring a violation into compliance; (6) enter an order finding compliance; (7) impose fines and liens; (8) reduce fines.

3. **COMPENSATION:** Compensation will consist of an hourly rate for services and reimbursement of costs incurred as follows:

- A) \$140.00 per hour for basic services as described in Section 2. Billing will be provided in quarter hour increments rounded to the nearest quarter hour.
- B) Reimbursable costs to include actual costs for copies, long distance telephone calls, facsimile and postage. There will be no charge for time or costs incurred for travel from the firm offices to the City of Orange City for hearings. If unanticipated services require additional travel, actual expenses will only be reimbursed after approval from the City is received prior to said travel.

A detailed invoice will be rendered monthly, or as services are performed, for basic services, additional services and costs. Compensation is to be paid within thirty days of receipt of an invoice by the City, but will be limited to a monthly basis.

4. **GENERAL PROVISIONS:** The Code Enforcement Hearing Officer understands that he serves at the pleasure of the City Council and that the City is not obligated to utilize the Code Enforcement Hearing Officer's services for any specific time period.

5. **NOTICE:** The City may choose to terminate this Agreement by giving written notice to the Drage Law Firm and the Code Enforcement Hearing Officer either by personal delivery or registered certified mail, return receipt requested, to the law firm of De Beaubien, Knight, Simmons, Mantzaris & Neal, LLP. This Agreement may be terminated upon thirty days written notice by either party.

6. **MODIFICATION:** This Agreement supersedes any and all other agreements between the Parties with respect to the covenants and agreements between the Parties. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

De Beaubien, Knight, Simmons,
Mantzaris & Neal LLP

City of Orange City

D. John Morgeson, Jr.
Partner

Jamie Croteau
City Manager