

## **AGREEMENT FOR ENVIRONMENTAL CONTROL HEARING BOARD LEGAL SERVICES**

THIS AGREEMENT, by and between Indian River County, a political subdivision of the State of Florida, ("County"), and Attorney Jennifer D. Peshke ("Attorney"), for the provision of legal services to the Indian River County Environmental Control Hearing Board.

WHEREAS, Section 162.05(5), Florida Statutes, provides, "[t]he local governing body attorney shall either be counsel to an enforcement board or shall represent the municipality or county by presenting cases before the enforcement board, but in no case shall the local governing body attorney serve in both capacities;" and

WHEREAS, providing outside counsel to the Indian River Environmental Control Hearing Board will preserve the custom of providing counsel to the Environmental Control Hearing Board while enabling the County Attorney's Office to assist Environmental Control Officers; and

WHEREAS, Attorney Jennifer D. Peshke is a member in good standing of the Florida Bar, and has experience concerning code enforcement and code enforcement boards,

In consideration of the mutual promises contained herein, the County and the Attorney hereby agree as follows:

1. Attorney shall serve as legal counsel to the Indian River County Environmental Control Hearing Board. As such, Attorney shall attend Environmental Control Hearing Board meetings, provide legal advice to the Environmental Control Hearing Board and review proposed orders. Attorney is not required to review minutes.

2. In exchange for her services, the County will pay the Attorney \$225 for the first hour of each Environmental Control Hearing Board meeting attended, and \$175 for each subsequent hour or a pro-rated amount for fractions thereof at the same meeting and for follow-up work attendant to each meeting. However, for attendance at each scheduled Environmental Control Hearing Board meeting attorney will be paid a minimum of \$225 in the event the meeting lasts less than one hour or in the event that the day of the meeting there is a cancellation of the meeting for lack of a quorum. Attorney may submit monthly fee statements to the Indian River County Attorney's Office following her performance of services pursuant to this Agreement.

3. Either party may unilaterally terminate this agreement at any time for any reason by providing written notice of termination to the other party at least thirty (30) days prior to the effective date of such termination. At all times the Attorney shall be considered an independent contractor and the Attorney shall not be considered an employee or agent

of the County. This Agreement is conditioned upon the Attorney being at all times a member in good standing of the Florida Bar.

4. The Attorney shall comply with and perform all work in accordance with the Florida Bar Rules of Professional Conduct.

5. In Attorney's absence, Attorney may appoint an attorney employed by Attorney to perform such duties under this Agreement, however, such appointed attorney shall be a member in good standing with the Florida Bar with at least three years of experience. Attorney shall supervise such appointed attorney. In instances in which the appointed attorney does perform work under this Agreement, Attorney will not charge County for work performed by both Attorney and the appointed attorney, such as communications between the two, or review by Attorney of work performed by the appointed attorney.

**IN WITNESS WHEREOF**, the County and the Attorney execute this Agreement as follows:

**ATTEST: Jeffrey R. Smith, Clerk of  
Court and Comptroller**

**INDIAN RIVER COUNTY**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Peter D. O'Bryan, Chairman

Approved by BCC: \_\_\_\_\_, 2022

Date Approved: \_\_\_\_\_

Attorney:

\_\_\_\_\_  
Jason E. Brown, County Administrator

\_\_\_\_\_  
Jennifer D. Peshke

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Dylan Reingold, County Attorney