

**AGREEMENT BETWEEN MONROE COUNTY
and
ROBERT TISCHENKEL, ESQUIRE.**

This Agreement is made and entered into, on the date last below written, by and between the MONROE COUNTY BOARD of COUNTY COMMISSIONERS, 500 Whitehead Street, Key West, FL 33040 (hereinafter referred to as "COUNTY"), and ROBERT TISCHENKEL, ESQUIRE (hereinafter referred to as "ATTORNEY"),

1. RECITALS.

1.1 On April 19, 2006, COUNTY contracted with Municipal Code Corporation to republish the County Code, a process which includes but is not limited to re-organization of the existing Code and ordinances enacted subsequent to the existing Code, a legal review & statutory reference table to eliminate duplications, inconsistencies and obsolete provisions, consultation regarding corrections needed to effect the elimination of same, editorial work, publication of the new Code after its approval by the County, and placement of the Code on the Internet.

1.2 The process started under the contract requires the COUNTY's attorney to review the re-organized Code and notes concerning duplications, inconsistencies and obsolete provisions in order to determine the changes which should be made during the process, and which suggested changes should not be incorporated into the republication for any reason, including but not limited to reasons for having certain statutes reiterated in the County Code due to things such as lack of state agencies' enforcement of the state laws.

1.3 Due to the numerous COUNTY projects which have co-opted the in-house attorneys to handle issues unforeseen at the time of contracting with CONTRACTOR, there is insufficient staff to do the review necessary to work with the CONTRACTOR in resolving the issues of redundancy, inconsistency, and obsolescence.

1.4 ATTORNEY conducted the same type of review for the City of Key West Code Book republication while serving as the City Attorney for the City of Key West.

1.5 COUNTY, in order to bring the project to completion, desires to contract with ATTORNEY to conduct the basic review required of the COUNTY's attorney.

NOW THEREFORE, the parties agree as follows:

2. SERVICES

2.1 ATTORNEY shall perform professional services which shall include preliminary review of MUNICODE analysis and provide to County Attorney advice as to corrections, deletions and revisions.

2.2 ATTORNEY and COUNTY agree that time is of the essence and that the work shall be done no later than July 15, 2007, unless extended by County Attorney for a period not to exceed two weeks if the review process becomes more cumbersome than anticipated. Said extension shall not increase the maximum amount payable under this agreement unless the

increased amount is approved by the COUNTY Commission in a written amendment to this agreement.

3. FEES.

3.1 The COUNTY shall pay ATTORNEY at the rate of One Hundred Fifty Dollars (\$150.00) per hour for services under this Agreement, limited to a maximum of Sixteen Thousand Dollars (\$16,000.00).

3.2 No travel expenses shall be paid under this Agreement.

4. TERM/TERMINATION.

4.1 The term of this Agreement shall commence, retroactive to, the 26th day of April, 2007, and continue until no later than July 29, 2007, as noted in Section 2.2 above.

4.2 This Agreement may be terminated by either party, with or without cause, by written notice to the other party of the intent to terminate. Such termination shall be effective immediately upon receipt of such written notice of intent to terminate. However, no termination for cause will be effective unless the defaulting party is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination.

4.3 In the event of termination, Contractor shall be entitled to compensation for services rendered through the effective date of termination. All finished or unfinished documents prepared by Contractor shall become the property of the COUNTY and shall be delivered by ATTORNEY to the COUNTY immediately upon the effective date of termination.

5. METHOD OF BILLING AND PAYMENT.

5.1 ATTORNEY shall submit billings for payment of services actually rendered on a monthly basis to the County Attorney for processing. Billings shall provide the nature of the services performed and shall include a summary of any amounts previously billed and any credits for amount previously paid.

5.2 ATTORNEY acknowledges that each billing must be reviewed and approved by the County Attorney and the County Finance Office. Should the County Attorney and the County Finance Office determine that the billing is not commensurate with services performed, work accomplished or hours expended, ATTORNEY shall adjust billing accordingly. However, ATTORNEY shall be entitled to payment of any portion of a billing not in dispute.

5.3 The COUNTY shall pay ATTORNEY's billings in accordance with Section 218.70 through 218.79, Florida Statutes, the Local Government Prompt Payment Act.

6. STANDARDS AND CORRECTIONS ERRORS. ATTORNEY shall perform professional services in accordance with the generally accepted standards of ATTORNEY's

profession and in accordance with any laws, statutes, ordinances, codes, rules and regulations governing ATTORNEY's services hereunder.

7. **NO CONTINGENT FEES.** ATTORNEY certifies that ATTORNEY has not employed or retained any company or person, other than a bona fide employee working solely for ATTORNEY, to solicit or secure this Agreement and that ATTORNEY has not paid or agreed to pay any person, company, individual or firm, other than a bona fide employee working solely for ATTORNEY, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

8. **NO ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by ATTORNEY without the prior written consent of the COUNTY. Further, no portion of this Agreement may be performed by subcontractors or sub-consultants without written notice to and approval of such action by the COUNTY.

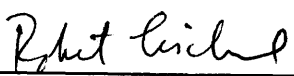
9. **SEVERABILITY/NO WAIVERS.** In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

10. **GOVERNING LAW/VENUE.** This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving the parties in connection with this Agreement, venue for litigation shall be in Monroe County, Florida.

11. **INDEPENDENT CONTRACTOR STATUS.** ATTORNEY is an independent contractor and is not an employee, servant, agent, partner or joint venturer of Monroe County.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the May 16, 2007.

ROBERT TISCHENKEL, ESQ.



Signature of Contractor
46 Spoonbill Way #1
Key West, FL 33040.

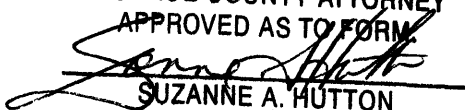
**BOARD OF COUNTY COMMISSIONERS OF
MONROE COUNTY, FLORIDA:**

By: _____
MAYOR MARIO DIGENNARO

ATTEST: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

Tischenkel 05/16/2007

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
COUNTY ATTORNEY
Date 5/19/07