

Temp. Reso. No. 8743

5/28/26

6/1/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO ENTER INTO A CONTINGENCY FEE LEGAL SERVICES AGREEMENT WITH THE BELONY LAW GROUP, PLLC TO PROVIDE LEGAL SERVICES FOR THE COLLECTION OF UNPAID CODE ENFORCEMENT LIENS, FINES, AND ASSESSMENTS FOR THE CITY OF MIRAMAR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are certain properties that are located within the City of Miramar that have City code enforcement liens encumbering them for code violations (“City Liens”);

WHEREAS, the City Liens were recorded on the properties located with the City pursuant to magistrates’ orders;

WHEREAS, the City Liens are uncollected and continue to accrue recurring interest on the underlying fines imposed by the magistrates’ orders;

WHEREAS, the City of Miramar desires to pursue the collection of the fines associated with the City Liens and as appropriate, file lawsuits; and

WHEREAS, the City Attorney and the City’s Administration have identified The Belony Group, PLLC, which is a law firm that specializes in the collection of municipal liens, to provide legal services for the collection of the City’s unpaid enforcement liens, fines, and assessments; and

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WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to authorize the City Attorney to enter into an agreement with The Belony Group, LLC, to provide legal services for the collection of the City's unpaid enforcement liens, fines, and assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1. That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct are made a specific part of this Resolution.

Section 2. The City Commission authorizes the City Attorney to execute the Legal Services Agreement for Code Enforcement Lien Collections with The Belony Group, PLLC, attached as Exhibit "A."

Section 3. That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4. That this resolution shall be effective upon Commission adoption.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____

**LEGAL SERVICES AGREEMENT FOR
CODE ENFORCEMENT LIEN COLLECTIONS**

THIS AGREEMENT is made and entered into by and between AUSTIN PAMIES NORRIS WEEKS POWELL PLLC (APNWP), and **ERIGENE BELONY, Esq.** doing business as **THE BELONY LAW GROUP, PLLC (“BELONY”)**, for legal services for the collection of unpaid code enforcement liens, fines, assessments, etc. for the City of Miramar (“City.”) BELONY and APNWP hereby agree to the following:

I. FEES

For all collection matters assigned to Belony, the City will pay APNWP, a fee percentage equal to twenty percent (20%) of all monies collected, for all collection efforts, including the filing of a lawsuit, if authorized by APNWP. Belony will be paid fifteen percent (15%) of the monies collected and the balance of five percent (5%) will be retained by APNWP for the work it performs in connection with this Agreement.

II. COSTS AND EXPENSES

Belony shall advance all costs, including filing fees, service of process fees, search costs, title costs, depositions costs, etc. expensed for all assigned files.

III. BILLING

Belony shall submit invoices to APNWP within thirty (30) days of collection of any monies on behalf of the City, for review and approval prior to payment. Invoices should be itemized to include case reference, expenses and receipts. All monies collected by Belony shall be paid to the order of the City and the City will pay APNWP twenty percent (20%) of the recovered amounts plus costs expended for each assigned file, within thirty (30) days from the date of receipt of the invoice. APNWP will pay Belony fifteen percent (15%) of the recovered amounts, plus costs, within ten (10) days of payment from the City. APNWP will pay Belony by Check.

**IV. ATTORNEY-CLIENT RELATIONSHIP AND CONFIDENTIALITY
PROFESSIONAL STAFFING**

Belony agrees and understands that all communication they have had, and will have, relating to this Engagement is communication undertaken in anticipation of litigation and/or within the scope of an attorney-client relationship with the City of Miramar. The confidentiality and trust demanded by this professional relationship is both required and protected by law. The City may rely on the privileges accorded this professional relationship in all matters in which

Belony provides legal services. Furthermore, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense shall be kept confidential and shall not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order.

V. PUBLIC RECORDS

The City and all its activities, unless exempt, are subject to the Public Records Law (Chapter I 19, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes). As such, Belony must observe and comply with the requirements of said laws and all related City policies and procedures.

VI. PROFESSIONAL LIABILITY INSURANCE

Belony will maintain in full force and effect, during the life of this Engagement, Standard Professional Liability Insurance that is reasonable and prudent in relation to the types and sizes of matters handled. Certificates of liability insurance, satisfactory to APNWP shall be furnished to APNWP immediately upon commencement of any legal services, with complete copies of policies to be furnished upon APNWP's request. Such certificates of insurance will provide APNWP with thirty (30) days prior written notice of any cancellation or non-renewal.

VII. REPORTING REQUIREMENTS

Belony shall provide APNWP with periodic status reports, in writing, which will give a detailed itemization of any collections made, outstanding monies owed, any costs advanced, the procedural posture of a case if a lawsuit is filed as well as copies of any pleadings in connection with an assigned file. APNWP may question the strategy used by Belony and may provide Belony guidance as to the same. Prior to the filing of a lawsuit, Belony must first obtain the express written consent of APNWP.

VIII. CONFLICTS OF INTERESTS

Belony hereby represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of legal services on behalf of the City of Miramar.

Belony shall not be prohibited from representing or providing like services to other persons and entities besides the City, so long as Belony avoids any representation which would create a conflict of interest, as determined by APNWP.

IX. INDEPENDENT CONTRACTOR

Belony is, and shall be an independent contractor, and not an employee, agent, or servant

of APNWP. All persons engaged in any of the work or services performed pursuant to this engagement, shall at all times, and in all places, be subject to Belony's sole discretion, supervision, and control. Belony shall exercise control of the means and manner in which it and its employees perform the work.

X. NOT ASSIGNABLE

This Agreement shall not be assigned by either party.

XI. DISPUTES

Any dispute arising from this Agreement shall first be resolved by mediation. If mediation fails, then by submission of the dispute to a court having jurisdiction in Broward County, Florida. The prevailing party shall be entitled to attorney's fees and costs.

XII. TERM

The initial agreement term shall be for three (3) years, beginning on May 30, 2026, and ending May 30, 2029, unless sooner terminated or later amended or renewed, in accordance with the other terms and conditions set forth herein. At the end of the initial three (3) year term APNWP shall have the option of renewing the Agreement for an additional five (5) year period. Notwithstanding, APNWP shall provide a minimum of sixty (60) calendar days' prior notice before the end of any effective Term, of its intent to not renew the Term. The agreement terms, including Belony's compensation may be adjusted upon mutual written agreement of the parties. Additionally, the parties may extend the term of this Agreement at any time upon mutual written consent

XIII. TERMINATION OF LEGAL SERVICES

APNWP has the right to terminate this Agreement upon written notice to Belony, and said termination shall become effective upon receipt of said notice. Belony may terminate its representation upon 30 days prior written notice to APNWP, unless, however, termination by Belony would prejudice the City in any pending litigation. Upon termination by either party, Belony shall transfer all work in progress, completed work, and other materials related to the terminated work to APNWP. In the event of termination by APNWP, Belony shall be paid for all authorized Services rendered to the date of such termination. In case of any existing and pending litigation at the time of said termination, APNWP may elect at its sole discretion to permit Belony to complete such litigation, or pay B e l o n y Fifteen (15%) of the recovered amount of any and all later completed or resolved litigation filed by Belony. .

XIV. GOVERNING LAW, MODIFICATION OF THIS AGREEMENT, ENTIRE AGREEMENT

This Agreement is to be interpreted in accordance with the laws of the State of Florida; may not be

modified in any way without the express, written agreement of both parties; and represents the entire agreement of the parties.

XV. EFFECTIVE DATE, DURATION

This Agreement shall be effective upon execution by the parties and shall be terminated as set out in Section XIII above.

On behalf of the firm, I agree to the terms outlined above.

BELONY:

By: *Erigene Belony*

Erigene Belony

Dated: _____

APNWP :

By: _____

Austin Pamies Norris Weeks Powell PLLC

✓

Dated: _____