

THIS AGREEMENT made _____, 20__, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter “PINELLAS COUNTY” and _____, whose address is _____, _____, FL _____, hereinafter referred to as “SPECIAL MAGISTRATE,” together referred to as “party” or “parties.”

W I T N E S E T H

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. SPECIAL MAGISTRATE, by executing this agreement warrants that he or she is fully qualified to perform the function of SPECIAL MAGISTRATE as prescribed herein, and that SPECIAL MAGISTRATE is a member in good standing of the Florida Bar, and that he or she has not been disciplined by the Florida Bar or the Bar of any other jurisdiction.

2. The contract term shall be for three (3) years commencing _____, 20__ to _____, 20__. This agreement may be renewed at the discretion of the Board of County Commissioners. If this agreement is renewed, PINELLAS COUNTY and SPECIAL MAGISTRATE may renegotiate the wage to be paid to the SPECIAL MAGISTRATE for the additional term. There is no limit to the number of terms the SPECIAL MAGISTRATE may serve. PINELLAS COUNTY or SPECIAL MAGISTRATE may terminate this agreement without cause at any time by furnishing written notice of its intent to terminate ten (10) calendar days prior to the actual date of termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

3. Upon commencement of the contract, SPECIAL MAGISTRATE hereby agrees to perform the services of a hearing officer, hearing and deciding all cases assigned to him or her by PINELLAS COUNTY involving alleged violations of the Pinellas County Code of Ordinance provisions as they may be amended from

time to time. SPECIAL MAGISTRATE shall be required to hear all matters assigned to him or her through completion and be prepared to issue or review Orders containing findings of fact and conclusions of law.

4. PINELLAS COUNTY administrative staff shall be responsible for scheduling hearings before the Special Magistrates and drafting Orders that include findings of fact and conclusions of law, based upon the SPECIAL MAGISTRATE's findings, conclusion, and decision as announced on the record at the hearing; the SPECIAL MAGISTRATE shall review such draft Orders and make appropriate modifications as needed prior to execution.

5. The location of the hearings shall be in Pinellas County, Florida. PINELLAS COUNTY shall provide an appropriate location to conduct the proceedings. Costs for documented long distance telephone calls to PINELLAS COUNTY staff to fulfill the responsibilities as a Special Magistrate, and incurred by SPECIAL MAGISTRATE, shall be reimbursed after submittal of an itemized monthly statement. No other expenses shall be reimbursable. All typical office and overhead expenses including, but not limited, to local telephone expenses, travel, legal research, etc. shall be borne by SPECIAL MAGISTRATE.

6. SPECIAL MAGISTRATE shall be paid the sum of \$____ dollars per hour for each hour or fraction thereof for services rendered during code enforcement hearings. Payment by PINELLAS COUNTY shall be in compliance with the Florida Prompt Payment Act as it may be amended from time to time. SPECIAL MAGISTRATE shall not be prohibited from handling privately retained cases in his or her private practice so long as it does not otherwise interfere with SPECIAL MAGISTRATE'S obligations under this agreement. SPECIAL MAGISTRATE shall promptly notify PINELLAS COUNTY of any ethical conflicts that may arise or if for some reason SPECIAL MAGISTRATE feels it would be inappropriate for him or her to hear and deliberate any given individual's alleged violation.

7. SPECIAL MAGISTRATE shall comply with the following conflict of interest provisions of this section; failure to comply with these provisions shall constitute grounds for removal by PINELLAS COUNTY:

- a. Upon appointment, SPECIAL MAGISTRATE shall comply with the disclosure requirements imposed by Florida law, including sections 112.313 and 112.3145, Florida Statutes.
- b. Additionally, SPECIAL MAGISTRATE shall comply with the voting requirements imposed by Florida law, including sections 286.012 and 112.3143, Florida Statutes.
- c. For a period of one (1) year from the date of termination of office as a SPECIAL MAGISTRATE, such person is hereby expressly prohibited from acting as agent or attorney in any proceedings, petition or other matter before a Pinellas County Special Magistrate.
- d. No person who is or may become a party to a hearing before a Special Magistrate shall communicate *ex parte* with any Special Magistrate concerning that violation. This restriction shall extend to any person appearing or interceding on behalf of a party, including PINELLAS COUNTY, whether or not such person may have a direct personal or financial interest in the property subject of the alleged violation.
- e. SPECIAL MAGISTRATE shall not communicate *ex parte* on his or her own volition with any party, representative of a party, or interceding person concerning an alleged violation; however, SPECIAL MAGISTRATE may consider a request regarding the scheduling or continuance of hearings when such request is made in writing.

8. PINELLAS COUNTY and SPECIAL MAGISTRATE intend that the relationship between them created by this contract is that SPECIAL MAGISTRATE is an independent contractor. No agent, employee, or servant of the SPECIAL MAGISTRATE shall be or shall be deemed to be, the agent or servant of PINELLAS COUNTY. None of the benefits provided by PINELLAS COUNTY to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from PINELLAS COUNTY to the employees, agents, or servants of SPECIAL MAGISTRATE. SPECIAL MAGISTRATE shall be allowed to partake of the benefits of sovereign immunity by Section 768.28(9)(a), Florida Statutes, as it may be amended from time to time. This is not an exclusive contract and does not guarantee SPECIAL MAGISTRATE will receive a minimum payment each month or that he or she will have cases to be heard each month or duties to perform. Further, PINELLAS COUNTY reserves the right to hire other individuals as Special Magistrates during the term of this agreement.

9. SPECIAL MAGISTRATE signing this agreement shall perform the legal services described herein. At no time shall an associate or substitute counsel perform the Special Magistrate services. SPECIAL MAGISTRATE shall not delegate or assign his or her right or obligations hereunder either in whole or in part without the prior written consent of PINELLAS COUNTY. SPECIAL MAGISTRATE agrees and covenants that he or she shall perform the legal services described herein while at all times complying with all the current requirements of the Code of Professional Responsibility and the Disciplinary Rules of the Florida Bar. Any actions by SPECIAL MAGISTRATE or his agents that do not comport with the Code of Professional Responsibility and the Disciplinary Rules of the Florida Bar shall be the sole responsibility and liability of SPECIAL MAGISTRATE.

10. PINELLAS COUNTY at its discretion may audit or inspect SPECIAL MAGISTRATE books and financial records, ledgers, time sheets, other records relating to services under this agreement. All records, books, and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes.

11. The failure of either party to comply with the terms of this agreement shall constitute a material breach of this agreement by said party. In addition to any remedies authorized by law, the non-breaching party shall have the right to terminate this agreement immediately upon the occurrence of such material breach. Failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time. At the option of PINELLAS COUNTY, this agreement shall terminate upon the occurrence of any of the following:

- a. Violation of any material provision of the agreement.
- b. Discovery by PINELLAS COUNTY that this agreement was obtained through fraud by commission or omission.
- c. Any assignment of the rights or responsibilities under this agreement without PINELLAS COUNTY's approval in writing.
- d. The institution of disciplinary proceedings against SPECIAL MAGISTRATE by the Florida Bar or any other jurisdiction's professional regulatory body.
- e. The commencement of criminal prosecution of SPECIAL MAGISTRATE in any court anywhere.
- f. Failure to disclose to PINELLAS COUNTY the institution of any criminal or administrative disciplinary proceedings against SPECIAL MAGISTRATE.
- g. Incompetence, rendering of unsatisfactory service, neglect of duty or any other conduct unbecoming an officer of the court.

12. In the event SPECIAL MAGISTRATE is unable to perform under this agreement due to a permanently disabling injury, a continuing disabling sickness, or for other similar causes beyond the control of SPECIAL MAGISTRATE, SPECIAL MAGISTRATE shall be released from any and all obligations under this agreement. In the event of circumstances beyond the control of PINELLAS COUNTY such as a judicial decision, administrative action, or other similar circumstances, should prevent PINELLAS COUNTY from fulfilling its obligation under this agreement, SPECIAL MAGISTRATE agrees that in the aforementioned circumstances, PINELLAS COUNTY will be released from any and all responsibility hereunder.

13. This Agreement is not a general obligation of PINELLAS COUNTY. It is understood that neither this Agreement nor any representation by any PINELLAS COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by PINELLAS COUNTY, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by PINELAS COUNTY for any or all of this Agreement, PINELLAS COUNTY shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify SPECIAL MAGISTRATE in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

14. No waiver by either party of any existing default by the other party shall be deemed to waive any subsequent default of such party.

15. All rights hereunder are cumulative, not alternative, and are in addition to any other rights given by law.

16. This agreement supersedes any prior agreements between the parties and is the sole basis for agreement between the parties.

17. Any notice required to be given under any provision of this agreement shall be deemed given if sent to SPECIAL MAGISTRATE at the following address:

or PINELLAS COUNTY at the following address:

c/o County Administrator
315 Court St.
Clearwater, Florida 33756

provided such notice is given by placing the notice in an envelope with postage prepaid at the then current rates and addressed to the individuals at the preceding addresses. This does not preclude notice given by other means but to be effective for purposes of this provision the notice must be given as stated herein. Changes to notice addresses may be made in writing and mailed as noted above or by hand delivery of written notice.

18. This agreement expresses the entire understanding of the parties concerning all matters covered herein. No addition to, or alteration of, the terms of this agreement whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement and formally approved by the parties.

Signature Page Follows.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

SPECIAL MAGISTRATE:

By: _____
Mark S. Woodard

By: _____
Print Name: _____

APPROVED AS TO FORM

By: _____
Office of the County