



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor – Pensacola, FL 32502

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850) 595-4980

(SUNCOM) 695-4980

TELEFAX (850) 595-4805

<http://www.myescambia.com/departments/purchasing>

CLAUDIA SIMMONS

Purchasing Manager

CERTIFICATION OF CONTRACT

TITLE: Special Magistrate for Code Enforcement

CONTRACT NO.: PD 07-08.137

AWARD DATE: October 2, 2008

EFFECTIVE DATE: 11-18-2008 through 12-05-2011

AWARD: That the Board award a contract from November 18, 2008 until December 5, 2009, with a two-year option to renew, for “Special Magistrate for Code Enforcement, PD 07-08.137”, to James M. Messer, in accordance with the terms and conditions of the solicitation and appropriation of funds, for an estimated yearly total amount of \$50,000.

STATUS: (Chronological notations of the key events related to dates of effectiveness, renewals and extensions, etc.)

CONTRACTOR(S): James M. Messer

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Joe Pillitary, Coordinator, PHONE : 850-595-4878, FAX: 850-595-4805, SUNCOM 850-695-4878, E-MAIL: jlpillit@co.escambia.fl.us

- A. **AUTHORITY** - Upon affirmative action taken by the Board of County Commissioners on October 2, 2008, a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).
- B. **EFFECT** - This contract was entered into to provide economies in the purchase special magistrate for code enforcement, as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60**. Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. **CONTRACTOR PERFORMANCE** - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. **VENDOR PERFORMANCE EVALUATION FORM** - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

ORDERING INSTRUCTIONS

JAMES M. MESSER

ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: 20-2931370

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER: 133195

VENDOR NAME: James M. Messer

STREET ADDRESS OR P.O. BOX: 1306 E. Cervantes Street

CITY, STATE, ZIP CODE: Pensacola, Fl 32501

CONTACT PERSON: James M. Messer

PHONE #: 850-433-7800 TOLL FREE#: FAX#: 850-433-7877

E-MAIL ADDRESS: jimmesser@cox.net

HOME PAGE ADDRESS:

EMERGENCY CONTACT PERSON:

PHONE#: CELL#:PAGER#:

DISASTER SERVICE CONTACT PERSON:

HOME ADDRESS:

HOME PHONE#: CELL#: PAGER#:

TERMS OF PAYMENT: NET 30 DAYS

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD: No

Will accept ESCAMBIA COUNTY DIRECT VOUCHER: Yes

PRICING SCHEDULE

Lawyer - \$145.00 per hour

Paralegal - \$35.00 per hour

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR LETTERS OF INTEREST
PROPOSER'S CHECKLIST
SPECIAL MAGISTRATE FOR CODE ENFORCEMENT
SPECIFICATION PD 07-08.137**

• **HOW TO SUBMIT YOUR PROPOSAL**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

** Documents submitted with Proposals are to be on the forms provided in the Request for Letters of Interest and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- LETTERS OF INTEREST (4 COPIES)

CERTIFICATION REQUIRED:

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- NOTARIZED SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

• **BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:**

PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

• **THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

• **HOW TO SUBMIT A NO PROPOSAL**

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "REASON FOR NO PROPOSAL" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE PROPOSAL SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL
ONLY.
DO NOT RETURN WITH YOUR PROPOSAL**

**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR LETTERS OF INTEREST

SPECIAL MAGISTRATE FOR CODE ENFORCEMENT

SPECIFICATION NUMBER PD 07-08-137

Letters of Interest Will Be Received Until: 1:30 p.m., CDT, Wednesday, September 3, 2008

**Office of Purchasing, 2nd Floor
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591**

Board of County Commissioners

**Gene Valentino, Chairman
Marie Young, Vice Chairman
Grover Robinson IV
D. M. "Mike" Whitehead Marie Young
Kevin W. White**

**From:
Claudia Simmons
Purchasing Manager**

**Procurement Assistance:
Kathy Spencer
Purchasing Specialist
Office of Purchasing
Management & Budget Services Bureau
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4983
Fax: (850) 595-4805**

**Technical Assistance:
Sandra Slay
Division Manager
Code Enforcement
Corrections Bureau
6708 Plantation Road
Pensacola, FL 32503
Tel: (850) 471-6162
Fax: (850) 484-5096**

**Special Magistrate for Code Enforcement
PD 07-08.137**

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**SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA
SUBMIT OFFERS TO:**

Joseph F. Pillitary, Jr., CPPO, CPPB
Purchasing Manager
 Office of Purchasing, 2nd Floor, Room 11.101
 213 Palafox Place, Pensacola, FL 32502
 Post Office Box 1591, Pensacola, FL 32597-1591
 Phone No: (850) 595-4980 Fax No: (850) 595-4805

Request for Letters of Interest
Special Magistrate for Code Enforcement

SOLICITATION NUMBER: PD 07-08.137

SOLICITATION

MAILING DATE: Monday, August 18, 2008

OFFERS WILL BE RECEIVED UNTIL: 1:30 p.m., CDT, Wednesday, September 3, 2008 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

***Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

REASON FOR NO OFFER: _____

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ N/A

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

**
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print) _____

Name and Title of Signer (Type or Print) _____

Name of Contractor _____

By _____
County Administrator Date

By _____
Signature of Person Authorized to Sign Date

WITNESS _____
Date

ATTEST: _____
Corporate Secretary Date

WITNESS _____
Date

[CORPORATE SEAL]

ATTEST: _____
Witness Date

Awarded Date _____

ATTEST: _____
Witness Date

Effective Date _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 19 _____

Personally known _____
OR produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Proposer's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County legal department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created:
Name as spelled in that State:

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

Certificate of Authority Document No.:

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary:
Vice President: _____ Treasurer:
Director: _____ Director:
Other: _____ Other:

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box:
City, State Zip:
Street Address:
City, State, Zip:

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete next page)

Federal Identification Number:

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company:

Telephone Number: _____ Facsimile Number:

Name of individual who will sign the instrument on behalf of the company:

Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date:

INFORMATION PACKAGE

Request for Letters of Interest for Special Magistrate for Code Enforcement for Escambia County

Contract Effective: November 18, 2008 thru December 5, 2009 with two-year option to renew

I. Background

That the Board of County Commissioners of Escambia County, Florida is requesting Letters of Interest from qualified individuals to fill the position of Code Enforcement Special Magistrate to conduct hearings in accordance with Part I of the Escambia County Code of Ordinances, Chapter 30, Article 2, Section 30-31, 30-32, 30-33 and 30-34. A copy of which is attached hereto and incorporated by reference.

II. General Information

Escambia County is a political subdivision of the State of Florida. It is governed by an independently elected five member Board of County Commissioners. The Board is elected by single member district vote for staggered terms. In addition, the County has five constitutional officers, each elected by County-wide vote. The five constitutional officers of the County are: the Property Appraiser, Sheriff, Supervisor of Elections, Clerk of the Courts and Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board and County Administrator.

III. Scope of Services

The Code Enforcement Special Magistrate will conduct hearings relating to applications for code enforcement which are quasi-judicial in nature in accordance with Part I of the Escambia County Code of Ordinances, Chapter 30, Article II, Section 30-31, 30-32, 30-33, 30-34, 30-35, 30-36, 30-37, and 30-38 (Attached).

IV. Inquiries

Questions not answered in the Request for Letters of Interest may be directed in writing to:

Kathy Spencer, Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, 2nd Floor
Pensacola, Florida 32502

Any questions will be answered in writing to all individuals who have been mailed a copy or who have registered to receive a copy of this Request for Letters of Interest from the Purchasing Division. Procurement questions may be directed to:

Kathy Spencer
Purchasing Specialist
(850) 595-4983

V. Conflict of Interest

Any prospective Code Enforcement Special Magistrate must make an affirmative statement to the effect that, if selected, his/her retention shall not result in an actual or potential conflict of interest with any party who may be affected by the award of this contract. Should any potential or existing conflict be known by a prospective Code Enforcement Special Magistrate, said prospective Code Enforcement Special Magistrate must specify the party with whom the conflict exists or might arise, the nature of the conflict and whether the prospective Code Enforcement Special Magistrate would or would not step aside or resign from that engagement or representation creating the conflict in favor of the County.

Further, a review of the prospective Code Enforcement Special Magistrate=s potential conflict of interest will be considered and will be an important factor considered by the County in the selection of the Code Enforcement Special Magistrate. The Code Enforcement Special Magistrate shall further agree that he/she shall not act as counsel to any third party or as an expert witness in any lawsuit in which the County is named as an adverse party. Any person currently under contract with the County as a Special Mediation Magistrate shall not be eligible to serve as a Code Enforcement Special Magistrate.

VI. Statement and Documentation

Proof of licenses/certifications

Provide proof of proper State of Florida business licensure and professional certification/registrations) in the State of Florida.

Certificate(s) of insurance

Escambia County Risk Management insurance requirements deemed necessary for this service is included. It is not necessary to have this level of insurance in effect at the time of submission, but certificates indicating that the insurance is currently carried, or acknowledgment from the carrier indicating upgrade availability will speed the review process.

VII. Submittal Format and General Selection Criteria

Four Copies of each Letter of Interest must be submitted in one sealed package clearly marked "Letters of Interest for Special Magistrate for Code Enforcement". Each letter shall include the information set out below:

- A. Name:
Name of Business:
Address:
City, State, Zip Code

Business Number:
Fax Number:
E-Mail Address:
- B. BACKGROUND

Primary Profession:
Secondary Profession:
Formal Education:
Licensure:
Current Certification(s):
- C. SUMMARY OF EXPERIENCE - include experience in code enforcement and the conduct of quasi-judicial hearings.
- D. FEE STRUCTURE - hourly rate/fixed fee (state proposed fee) and fees for a paralegal. Fees negotiable?
- E. REFERENCES - include the names, addresses and telephone numbers of at least two (2) persons who have personal knowledge of your abilities as they relate to these matters herein.
- F. SUPPLEMENTAL INFORMATION - state whether you have been a party in any litigation or administrative proceeding during the past three years wherein a court or any administrative agency, including the Florida Bar, has ruled against you in any matter related to your professional activities.

VIII. Selection Criteria

The selection process will be initiated through the County's Selection Committee. This Committee will be comprised of the Director of Solid Waste Management or his designee, the County Administrator or his designee, the County Attorney or his designee, Director of Planning and Zoning or his designee and the Purchasing Manager or his designee.

- A. The Committee will:
1. Prepare an alphabetical list of those persons determined to be interested, available and qualified, and conduct interviews with the top ranking persons.
 2. Designate up to five (5) persons from the list as being best qualified.
- B. This selection as best qualified will be based on the following considerations which are not necessarily listed in terms of the weight to be accorded each one:
1. Responsiveness of the proposal clearly stating an understanding of the work to be performed for the County.
 2. Competence (including education, training and experience) in the conduct of quasi-judicial hearings as well as code enforcement matters.
 3. Nature of previous experience involving local governments in code enforcement matters.
 4. Quotation of rates, fees or charges and other detailed cost-proposal or cost breakdown information. The fees and expenses quoted by each person, although a significant factor, may not be the dominant factor. Fees and expenses will be a particularly important factor when all other evaluation criteria are relatively equal.
- C. The Selection Committee will forward to the Board of County Commissioners; for approval, its recommendation for contract award as to the three (3) best qualified candidate(s) for the varied requirements. The contract will not be binding on the County until approval by the Board of County Commissioners.

IX. Oral Presentation

Formal oral presentation by each person responding to this request is not expected to be necessary. However, if there is an indicated need to seek clarification of any information contained in a response, or if the Selection Committee or Board of County Commissioners wishes additional information on any matter, one or more persons may be requested to submit clarifying information in writing.

X. Rejection of Proposals and Waiver of Information

The Board of County Commissioners reserves the right to reject any or all proposals and to waive any or all information requested or required under this Request for Letters of Interest.

XI. Terms and Termination

The term of this contract shall be from November 18, 2008 through December 5, 2009, with an optional two-year extension. This contract may be terminated by either party with or without

cause or upon sixty (60) days written notice by the terminating party to the other party of such termination in which event the **Code Enforcement Special Magistrate** shall be paid compensation for services performed to termination date.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers with an A. M. Best Company Rating of at least A-VII, for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractors work, such of the insurance coverage's described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractors' interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractors insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractors' deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of

the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations that arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all general liability and \$500,000.00 for auto liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the Countys acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Kathy Spencer, Purchasing Specialist
Office of Purchasing, Room 11.101
213 Palafox Place, 2nd Floor
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$500,000.00 per occurrence.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

**Part I CODE OF ORDINANCES
Chapter 30 CODE ENFORCEMENT
ARTICLE II, SPECIAL MAGISTRATES**

ARTICLE II. SPECIAL MAGISTRATES

Sec. 30-31. Office of code enforcement special magistrate.

In order to promote, protect and improve the health, safety, and welfare of the citizens of the county, the Board of County Commissioners hereby creates the office of code enforcement special master who shall have the authority to hold hearings and impose administrative fines and other non-criminal penalties and otherwise provide an equitable, expeditious, effective, and cost-effective method of enforcing the codes and ordinances in effect in the county where code violations exists. The authority to establish code enforcement through the office of special magistrate has been authorized by F.S. ' 162.03, specifically, and F.S. ch. 162, pt. I, generally.

(Code 1985, § 1-8.5-6)

State law reference(s)-Similar provisions, F.S. § 162.03.

Sec. 30-32. Authority and qualifications.

- (1) The Board of County Commissioners shall designate one or more special masters who shall have the authority to hold hearings and assess fines against violators of county codes and ordinances. A designee of the county's neighborhood improvement division shall serve as ex officio clerk and records custodian to all special magistrates. Each special magistrate shall have the authority to:
 - (1) Subpoena alleged violators and witnesses to hearings through service by the sheriff of the county;
 - (2) Subpoena evidence to hearings;
 - (3) Take testimony under oath or affirmation;
 - (4) Issue orders having the force of law to command whatever steps necessary to bring a violation into compliance; and
 - (5) Adopt rules for conduct at hearings.

However, no special magistrate shall have the power to initiate enforcement proceedings.

A special magistrate shall be a member of the Florida Bar in good standing, shall have no less than five years practice experience, which shall include courtroom and administrative hearing experience. Special magistrates shall be compensated for their services but shall not otherwise be employees of the county.

(Code 1985, § 1-8.5-7)

State law reference(s)-Similar provisions, F.S. § 162.02, 162.08.

Sec. 30-33. Initial enforcement procedures.

It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes assigned for enforcement by the county administrator.

Except as otherwise provided in this section, if a violation of the code is found, the code inspector shall give written notice notifying the violator of the specific code provision being violated, the action necessary to correct the violation and set forth a reasonable time within which to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall provide written notification to the ex officio clerk to the special magistrate and request a hearing. The neighborhood improvement division shall schedule a hearing at a time and a place accessible to the public and advertise the hearing in a newspaper of general circulation in the county. A written notice of such hearing shall be hand delivered or mailed to the violator as provided in F.S. § 162.12. If the violator and the record owner are not the same person, all notices required under this chapter shall also be delivered or mailed as provided in this chapter to the record owner. At the option of the special magistrate, notice may additionally be served by publication or posting as provided by F.S. § 162.12. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to a special magistrate even if the violation has been corrected prior to the hearing, and the notice shall so state. In addition, each notice of hearing shall include language providing that if a person decides to appeal any decision made by the special master with respect to any matter considered as such hearing, such person will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

If a repeat violation is found, the code inspector shall provide written notification to the violator setting forth each code provision which has been violated and the action required to correct the violation but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall notify the clerk to the special magistrate and request a hearing. The clerk to the special master shall schedule a hearing and shall provide notice pursuant to F.S. § 162.12. The case may be presented to the special magistrate even if the repeat violation has been corrected prior to the hearing, and the notice shall so state. If the repeat violation has been corrected, the special magistrate retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his rights to this hearing and pay such costs as determined by the special magistrate.

If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the clerk to the special magistrate and request a hearing.

If, after a hearing, the special magistrate determines that a violation or the condition causing the violation presents a serious threat or that the violation is irreparable or irreversible in nature, the special magistrate shall notify the Board of

County Commissioners, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable costs of the repairs along with any fine imposed pursuant to this article. Making such repairs does not create a continuing obligation on the part of the county to make further repairs or to maintain the property in any manner and does not create any liability against the county for any damages to the property if such repairs were completed in good faith.

If the owner of property, which is subject to an enforcement proceeding before the special magistrate, or a court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.

A failure to make the disclosures described in subsections (1), (2), and (3) before the transfer creates rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable time to correct the violation before the hearing is held.

(Code 1985, § 1-8.5-8; Ord. No. 99-53, § 2, 11-4-99)

State law reference(s)-Similar provisions, F.S. § 162.06.

Sec. 0-34. Conduct of Hearing.

- (a) Upon request of the code inspector, or as otherwise required by this article, the clerk to the special magistrate shall schedule a hearing before the special magistrate. Minutes shall be kept of all hearings by a special magistrate, and all hearings and proceedings shall be open to the public. The Board of County Commissioners shall provide clerical and administrative personnel as may be reasonably required for each special magistrate for the proper performance of such duties.

Each case before a special magistrate shall be presented on behalf of the county by a staff member designated by the county administrator. Both the county, through the office of the county attorney, and the violator shall have the right to be represented by counsel at the hearing. In a case before the special magistrate,

the prevailing party shall be entitled to recover all reasonable costs incurred

prosecuting or defending the case before the special magistrate.

A special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath or affirmation and shall be recorded. A special master shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

At the conclusion of the hearing, the special magistrate shall issue finding of fact based on evidence of record and conclusions of law, and shall issue an order awarding the proper relief consistent with powers granted by F.S. ch. 162. The order may include a notice that is must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in subsection 30-33(e), the cost of the repairs may be included along with the fine if the order is not complied with by such date. A certified copy of the order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns that the violation concerns real property, and the findings therein shall be binding upon the violator and any subsequent purchasers, successors in interest or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the special magistrate or successor shall issue and order acknowledging compliance which shall be recorded in the public records. A hearing shall not be required to issue such an order acknowledging compliance.

(Code 1985, § 1-8.5-9)

State law reference(s)-Similar provisions, F.S. § 162.07.

Sec. 30-35. Fines

Notification. Upon notification by the code inspector that an order of the special magistrate has not been complied with within the time allowed or, upon finding that a repeat violation has been committed, the special master may order the violator to pay a fine in the amount provided in this section for each day the violation continues past the date set by the special magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector provided that each day of continuing violation shall be separately attested to by the code inspector. If a finding of a violation or a repeat violation has been made, a hearing shall not be necessary for issuance of the order imposing the fine.

(b) *Imposition of fines.*

- (1) A fine for the violation of any duly enacted code or ordinance of the county, which is imposed pursuant to this section shall not exceed \$250.00 per day for the first violation and shall not exceed \$500.00 per day for a repeat violation and, in addition, may include all costs of repairs as provided by this article.
- (2) However, if the special master finds such violation, as set out in F.S. §162.06(4), as amended, to be serious or irreversible in nature, he may order the violator to pay a fine not to exceed \$5,000.00 per violation.
- (3) In determining the amount of the fine, if any, the special magistrate shall consider the gravity of the violation, any actions taken by the violator to correct the violation, and any previous violations committed by the violator. The Board of County Commissioners, by a vote of at least a majority plus one of the entire Board, hereby grants the special magistrate the authority to impose fines in excess of the limits set forth in subparagraph (b)(1). Such fines shall not exceed \$1,000.00 per day per violation for a first violation, \$5000.00 per day per violation for a repeat violation, and up to \$15,000.00 per violation if such a special magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, a special magistrate may impose additional fines to cover all costs incurred by the county in enforcing its codes and all costs of repairs pursuant to subsection (1). In imposing such fines, the special magistrate shall take into account, but not be limited to, those factors set forth in this paragraph, in determining the amount of such fines.
- (4) A special master may reduce or abate a fine imposed pursuant to this section upon proof of compliance and upon a showing of extenuating circumstances or severe hardship.
- (5) *Certified copy of order.* A certified copy of an order imposing a fine, or a fine plus repair costs shall be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator/owner and shall be enforceable as provided in this article and F.S. § 162.09.

(Code 1985, § 1-8.5-10; Ord. No. 99-9, § 1, 2-18-1999; Ord. No. 99-53, § 3, 11-4-99)

State law reference(s)—Similar provisions, F.S. § 162.09.

Sec. 30-36. Appeals.

An aggrieved party, including the county, may appeal a final administrative order of a special magistrate to the circuit court. Such appeal shall not be de novo but shall be limited to review of the record created before the special magistrate. An appeal shall be filed within 30 days of the execution of the order.

(Code 1985, § 1-8.5-11)

State law reference(s) Similar provisions, F.S. ' 162.11.

Sec. 30-37. Liens.

- (2) Upon petition to the circuit court, liens provided by this article shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, and as otherwise provided by F.S. § 162.09(3).
- (3) A fine imposed pursuant to this chapter shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this article, whichever occurs first.
- (4) A lien arising from a fine imposed pursuant to this section runs in favor of the county, and the county may execute a satisfaction or release of lien entered pursuant to this chapter.
- (5) Ninety days from the filing of any such lien that remains unpaid, the Board of County Commissioners may authorize the county attorney to bring an action to foreclose on the lien. However, no lien created pursuant to the provisions of this chapter may be foreclosed on real property which is a homestead under section 4, article X of the state Constitution.
- (6) In an action to foreclosure on a lien, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the foreclosure. The county shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effective by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice unless a notice of lis pendens is recorded.

(Code 1985, § 1-8.5-12; Ord. No. 99-53, § 4, 11-4-99)

State law reference(s)-Similar provisions, F.S. § 162.10.

Sec. 30-38. Notices.

- (1) All notices required by this article shall be provided to the alleged violator and, where the violation is connected with a specific property, to the occupant of the property and to the record owner of the property, if not already otherwise notified, by certified mail, return receipt requested; by hand delivery by the sheriff or other law enforcement office, code inspector, or other person designated by the Board of County Commissioners; or by leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice.

- (2) Such notices required hereunder shall be sent to the alleged violator by certified mail, return receipt requested; provided, however, if such notice is sent under this paragraph to the owner of the property in question at the address listed in the tax collectors office for tax notices, and at any other address provided to the local government by such owner and is returned as unclaimed or refused, notice may be provided by posting as described in section 30-38(c) and by first class mail directed to the addresses furnished to the local government with a properly executed proof of mailing or affidavit confirming the first class mailing. In the case of commercial premises, leaving the notice with the manager or other person in charge shall be sufficient.
- (3) In addition to providing notice as set forth in subsection (a) of this section, at the option of the special magistrate, notice may also be served by publication or posting as provided in F.S. § 162.12(2).

Code 1985, §1-8.5-13; Ord. No. 99-53, § 5,11-4-99)

State law reference(s)-Notices, F.S. §162.12.

SAMPLE
AGREEMENT
Between
ESCAMBIA COUNTY
And
XXXXXXXX, Esquire
Serving as a Code Enforcement
Special Magistrate

This is an agreement between: **Escambia County**, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "**County**," through its Board of County Commissioners,

AND

XXXXXXXXXX, Esquire, hereinafter referred to as "**Special Magistrate**."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **County** and **Special Magistrate** agree as follows:

ARTICLE 1

1.1 **Administrator** Whenever the term **Administrator** is used herein, it is intended to mean the County Administrator of the Escambia County Government, his deputy, or his designee. The **Administrator** is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the **Administrator** or his **Designee**.

1.2 **Board of County Commissioners**

The Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

1.3 **County**

Escambia County, a body corporate and politic and a political subdivision of the State of Florida.

1.4 Special Magistrate

The **Special Magistrate** will function in a quasi-judicial capacity and shall be subject to the same duties, rights and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted. XXXXXXXXX, Esquire is the person selected to perform the services pursuant to this Agreement. XXXXXXXXX is a member of the Florida Bar, in good standing and has no less than five (5) years practice experience, which includes courtroom and administrative hearing experience.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 On June 6,1995, **County** enacted Ordinance No. 95-9, "The Escambia County Code Enforcement System" which has been codified and may be cited as Chapter 30 of the Escambia County Code.
- 2.2 Article II, Sections 30-31 and through 30-32 of the Escambia County Code of Ordinances applies to and provides for the Code Enforcement Special Magistrate(s).
- 2.3 XXXXXXXXX has been duly appointed by the Board of County Commissioners to serve as a Code Enforcement Special Magistrate.

ARTICLE 3

SCOPE OF SERVICES

3.1 The Special Magistrate hereby agrees:

- A. To perform the functions indicated by and specifically set forth in Article II of Chapter 30 of the Code of Ordinances of Escambia County, Florida which includes holding hearings and assessing fines against violators of County codes and ordinances, generally, as provided below:
 - 1. Issuing subpoenas to alleged violators and witnesses to appear at hearings and using the subpoena power to procure evidence for the hearings.
 - 2. Taking testimony under oath or affirmation.
 - 3. Issuing orders having the force of law to command whatever steps are necessary to bring a violation into compliance.
 - 4. The **Special Magistrate** will adopt rules for conduct at the hearing in accordance with all County ordinances, resolutions and applicable case law relating to the conduct of quasi-judicial hearings and thereafter conduct the hearings in conformance with those rules.
- B. To schedule and attend regular and, as needed, special meetings.
- C. To oversee and confirm that adequate public notice of meetings is given.
- D. To oversee and assure that adequate notice is given to alleged violators.
- E. To oversee and assure that minutes of each meeting are kept.
- F. To oversee and assure that a record of each hearing is made and kept.
- G. To notify the Board of County Commissioners when a violation or the condition causing the violation presents a serious threat or that the violation is irreparable or irreversible in nature.
- H. To hear all cases scheduled for a regular or special hearing date and at the conclusion of each hearing, to prepare and thereafter issue a written order which

shall include findings of fact based on evidence of record and conclusions of law and ordering the proper relief.

- I. To require an order to be recorded in the public records of the County where appropriate.
 - II. To issue orders acknowledging compliance with previous orders.
 - III. To issue orders imposing fines.
- 3.2. **County** hereby agrees to cooperate expeditiously and provide necessary administrative staff and financial support as to all matters referenced in Sections 3.1 above.
- 3.3. **Special Magistrate** agrees to serve as hearing officer upon request by County for vested rights determinations as provided in the Escambia County Land Development Code, under the same terms and conditions as set forth herein.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

- 4.1 **County** shall pay **Special Magistrate** a fee of XXXXXXXXX Dollars (\$XXXXX.00) per hour and in addition the Code Enforcement Special Magistrate may bill at the rate of XXXXXXXX Dollars (\$XXXXX.00) per hour for a paralegal. This fee includes all costs and expenses.
- 4.2 **County** agrees that it will make its best efforts to pay **Special Magistrate** within thirty (30) calendar days of receipt and approval (as to form) of **Special Magistrate's** invoice.
- 4.3 Invoices shall reflect the time, place, date, duration and parties as to each hearing and shall reflect the number of hours expended for each such hearing.
- 4.4 Payment will be made to **Special Magistrate** at:
XXXXXXXXXX, Esquire
address
Pensacola, FL 325XX

ARTICLE 5

CHANGES IN SCOPE OF WORK

- 5.1 **County or Special Magistrate** may request changes that would increase, decrease, or otherwise modify the scope of the services to be provided under this Agreement. Such changes and method of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any extra work. Such changes when properly executed shall become an
- 5.2 Amendment to this Agreement.

ARTICLE 6

MISCELLANEOUS

6.1 **Term and Termination**

The term of this Agreement shall commence on November 18, 2008 and shall continue until December 5, 2009 and will automatically renew for two (2) years unless terminated as hereinafter provided. This Agreement may be terminated by either party with or without cause or upon fifteen (15) days written notice by the terminating party to the other party of such termination in which event the **Special Magistrate** shall be paid compensation for services performed to termination date.

6.2 **Assignment**

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by **Special Magistrate**, without the proper written consent of **County**. However, the Agreement shall run to the Escambia County Government and its successors.

6.3 **All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings

concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.4 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States Mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to-wit:

FOR ESCAMBIA COUNTY:

County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

FOR SPECIAL MAGISTRATE:

XXXXXXXXXX, Esquire
address
Pensacola, Florida 325XX

6.5 CONFLICT OF INTEREST

Special Magistrate must affirm that his/her retention shall not result in an actual or potential conflict of interest with any party who may be affected by the award of this contract. Should any potential or existing conflict be known by the Special Magistrate, said Special Magistrate must specify the party with whom the conflict exists or might arise, the nature of the conflict and whether the Special Magistrate would or would not step aside or resign from that engagement or representation creating the conflict. Special Magistrate shall not act as counsel to any third party or as an expert witness in any lawsuit in which the County is named as an adverse party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 200__ and XXXXXXXX, Esquire.

COUNTY
ESCAMBIA COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By: _____
Gene Valentino, Chairman
_____ day of _____, 200__

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Exhibit "A"

By: _____
Deputy Clerk

SPECIAL MAGISTRATE

By: _____
XXXXXXXXXX, Esquire
_____ day of _____, 200__

Witness

Witness

THIS DOCUMENT PREPARED BY:
Office of the County Attorney
For Escambia County, Florida
Alison Perdue Rogers, County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Telephone - (850) 595-4970

By: _____
Alison Perdue Rogers, County Attorney