

## **SPECIAL MAGISTRATE AGREEMENT**

**RE: QUEVEDO MARVEL and CITY OF BELLE ISLE  
(Request for Relief – 70.51, Fla. Statutes)**

**THIS SPECIAL MAGISTRATE AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Belle Isle, a Florida municipal corporation, (hereinafter referred to as the “City”); and the Callan Law Firm, P.A., as counsel for Quevedo Marvel, (hereinafter “Counsel for Marvel”); and Igmedio E. Pantaleon, Esquire (hereinafter referred to as the “Special Magistrate”).

**1. Retaining of Special Magistrate.** Counsel for Marvel and the City agree to retain Igmedio E. Pantaleon, and Mr. Pantaleon agrees to serve, under the terms and conditions as set forth herein, to serve as Special Magistrate in *Quevedo v. City of Belle Isle*, pursuant to the provisions of Sections 70.51 et seq., Florida Statutes.

**2. Fees and Expenses.** The Special Magistrate will be compensated at a rate of \$300.00 per hour, plus actual expenses, not to exceed \$15,000.00. The Special Magistrate will be paid directly by the undersigned governmental agency and/or law firm(s) engaging the Special Magistrate. Furthermore the undersigned governmental agency and law firm(s) hereby guarantee payment to the Special Magistrate. Payment of the invoices submitted by the Special Magistrate will be paid in full within thirty (30) days from the date of the invoice. The undersigned agree and acknowledge that the Special Magistrate will submit a separate invoice following the mediation phase and the special proceedings phase of the 70.51 process.

**3. Standards of Conduct.** The conduct of all parties and participants in this proceeding will be governed by the standards set forth in Sections 70.51 et seq., Florida Statutes, as supplemented by such additional procedural guidelines issued by the Special Magistrate that are consistent with Section 70.51 et seq., Florida Statutes. Specifically, the parties agree that the Special Magistrate shall have the authority to:

- a) require the parties to submit written mediation summaries in advance of the mediation session;
- b) require the parties to stipulate to the facts of this dispute, to the extent possible, so as to expedite the hearing, if necessary;
- c) require the parties to submit written, prehearing statements (if a hearing is required) which shall include facts to which the parties will stipulate; a list of witnesses each party expects to call and a summary of their testimony; an exhibit list; and a prehearing brief of the legal issues the parties intend to argue;
- d) conduct the hearing (if necessary), and make decisions on the order of presenting witnesses, the admissibility of evidence, and such other procedural matters in a manner consistent with Section 70.51 et seq., Florida Statutes;
- e) schedule (and when necessary, continue) the dates and time for the mediation session and the hearing.

4. **Clerical Services.** The City agrees to provide the necessary clerical services as required and may be necessary under Section 70.51 et seq., Florida Statutes, and to serve in the capacity of the clerk of the Special Magistrate. The City shall be responsible for providing all notices, recordkeeping, and any other clerical obligations necessary to facilitate the special proceedings. The City shall coordinate and cooperate with the Special Magistrate in providing clerical support as required herein.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**Counsel for Marvel:**

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By: \_\_\_\_\_  
Callan Law Firm, P.A.

**City of Belle Isle, a Florida municipal corporation**

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By: Rick Rudometkin, City Manager

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By: Daniel W. Langley, City Attorney  
Fishback Dominick LLP

**SPECIAL MAGISTRATE**

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Igmedio E. Pantaleon, Esquire

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