

AGREEMENT FOR SPECIAL MAGISTRATE SERVICES

THIS AGREEMENT, made and entered into the ____ day of _____, 2024 by and between:

CITY OF COOEPR CITY, a Florida municipal corporation,
having the business address, 9090 SW 50th Place, Cooper City, FL 33328
(hereinafter referred to as "CITY"),

and

_____ having the business address, _____
(hereinafter referred to as "SPECIAL MAGISTRATE").

WITNESSETH:

WHEREAS, Chapter 162, Florida Statutes, provides that municipalities may contract with Special Magistrates as an alternative method of hearing code enforcement cases; and

WHEREAS, the SPECIAL MAGISTRATE is not a charter officer of the City of Cooper City; and

WHEREAS, the SPECIAL MAGISTRATE position is further established pursuant to Sec. 13-65 of the CITY's Code of Ordinances and serves at the pleasure and at the will of the City Commission; and

WHEREAS, the services of the Special Magistrate is a professional service procured pursuant to Sec. 2-258(g) of the Code of Ordinances of the City of Cooper City; and

WHEREAS, the CITY and SPECIAL MAGISTRATE wish to enter into this Agreement in order to set out the terms and conditions of engagement related the appointment of the SPECIAL MAGISTRATE to serve as a hearing officer for the CITY's code enforcement cases;

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and SPECIAL MAGISTRATE, agree as follows:

Section 1. **Recitals.** The above recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

Section 2. **Services.**

- 2.1 SPECIAL MAGISTRATE agrees to provide special Magistrate services by adjudicating code enforcement cases that may be assigned to SPECIAL MAGISTRATE by CITY. Special Magistrate hearings will be conducted on the first Wednesday of each month from 9:00 a.m. to approximately 12:00 p.m. SPECIAL MAGISTRATE understands that Special Magistrates may be utilized for hearings on a rotational basis, and the CITY reserves the right to schedule additional hearings of code enforcement cases, as needed.
- 2.2 SPECIAL MAGISTRATE is authorized to hear cases involving but not limited to, vacant properties, single-family and multi-family residential properties, neighborhood preservation, non-residential properties, cases involving an immediate threat to health and safety, and any other quasi-judicial hearing as directed by the City.
- 2.3 SPECIAL MAGISTRATE agrees that at the conclusion of each hearing, a written order, which shall include findings of fact and conclusions of law, shall be promptly prepared by CITY, reviewed and signed by SPECIAL MAGISTRATE, and furnished to the parties. The above notwithstanding, SPECIAL MAGISTRATE acknowledges and agrees that the Orders shall be drafted by the Special Magistrate Clerk for review and execution by SPECIAL MAGISTRATE unless otherwise agreed by the parties. CITY shall be responsible for furnishing a copy of the order to the applicable parties.
- 2.4 SPECIAL MAGISTRATE is an independent contractor under this Agreement. Services provided by SPECIAL MAGISTRATE shall not be as officer or employee of CITY.
- 2.5 SPECIAL MAGISTRATE acknowledges that he/she has been a member of the Florida Bar in good standing for at least five (5) year. Further SPECIAL MAGISTRATE acknowledges that he has no existing client relationship, which would pose a conflict of interest to his service as a Special Magistrate for CITY. Any conflicts arising out the SPECIAL MAGISTRATES engagement by the CITY shall be resolved in accordance with the Rules Regulating the Florida Bar.

Section 3. Payment.

- 3.1 CITY agrees to pay SPECIAL MAGISTRATE One Hundred Dollars (\$100.00) per hour of time reasonably expended by the SPECIAL MAGISTRATE at each session, with the total compensation for a session not to exceed Four Hundred Dollars (\$400) unless authorized in writing by the City Manager. There will be a minimum guarantee of two (2) hours for each special Magistrate hearing. For the purposes of this subsection, "session" shall mean all cases brought before the SPEICAL MAGISTRATE for a hearing on one (1) particular date.
- 3.2 SPECIAL MAGISTRATE agrees to provide CITY with a monthly invoice outlining the services provided and time billed as SPECIAL MAGISTRATE under the conditions set out in this agreement. Said invoice shall be submitted to:
- _____.

3.3 CITY shall pay the SPECIAL magistrate pursuant to the Florida prompt Payment Act found in §§218.70-218.80, Florida Statutes.

3.4 Payment shall be made monthly to the SPECIAL MAGISTRATE at:

Section 4. Term of Agreement.

4.1 This Agreement shall be effective on _____, upon the approval of the City Commission and shall be effective until terminated by either party pursuant to this Section. The SPECIAL MAGISTRATE acknowledges that he/she serves at the will and pleasure of the City Commission. This Agreement shall supersede, replace, or otherwise terminate any prior existing agreement.

4.2 This Agreement with the SPECIAL MAGISTRATE may be terminated at any time by the CITY, without cause, by providing seven (7) calendar days' written notice to the SPECIAL MAGISTRATE. The Agreement may be terminated by the SPECIAL MAGISTRATE upon thirty (30) calendar days' written notice to the CITY.

Section 5. Miscellaneous Provisions.

5.1 No modification, amendment or alteration in the terms of conditions of this Agreement shall be effective unless contained in written document executed with the same formality and of equal dignity herewith.

5.2 SPECIAL MAGISTRATE agrees that the services provided in this Agreement are personal in nature and may not be assigned or transferred to any other party without the prior written consent of CITY.

5.3 The City is a public entity entitled to sovereign immunity pursuant to Florida law. Nothing in this agreement shall be considered a waiver of the City's sovereign immunity provided by §768.28, Florida Statutes.

5.4 **Public Records:** The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. SPECIAL MAGISTRATE shall comply with Florida's Public Records Law. Specifically, the SPECIAL MAGISTRATE shall:

5.4.1 Keep and maintain public records required by the City to perform the service;

5.4.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 5.4.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, SPECIAL MAGISTRATE shall destroy all copies of such confidential and exempt records remaining in its possession after the SPECIAL MAGISTRATE transfers the records in its possession to the City; and
- 5.4.4 Upon completion of the Agreement, SPECIAL MAGISTRATE shall transfer to the City, at no cost to the CITY, all public records in SPECIAL MAGISTRATE' possession. All records stored electronically by the SPECIAL MAGISTRATE must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 5.4.5 The failure of SPECIAL MAGISTRATE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in this Agreement.

IF THE SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
tallen@coopercity.gov**

5.5 Scrutinized Companies: The SPECIAL MAGISTRATE, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

- 5.5.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized

Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

5.5.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.5.3 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

5.5.4 Is engaged in business operations in Syria.

5.6 **E-Verify.** SPECIAL MAGISTRATE certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below. For purposes of this section, the Contractor shall mean the SPECIAL MAGISTRATE. Definitions for this Section: “ Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; “ Contractor” includes, but is not limited to, a vendor or consultant; “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration; and, “ E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Pursuant to Section 448.095, Florida Statutes, effective October 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of: all persons employed by a Contractor to perform employment duties within Florida during the term of the contract; all persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’ s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of

contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS WHEREOF, the CITY OF COOPER CITY and SPECIAL MAGISTRATE have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF COOPER CITY, FLORIDA

TEDRA ALLEN, CITY CLERK

MAYOR GREG ROSS

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

SPECIAL MAGISTRATE

Print: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this _____ day of _____ 2024, by _____.

NOTARY PUBLIC

_____ Personally Known OR
_____ Produced Identification

Type of Identification Produced