



de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP
Orlando | Tampa | Tallahassee | Melbourne

609 West Horatio Street
Tampa, Florida 33606
(813) 251-5825

March 18, 2024

**VIA U.S. MAIL DELIVERY and
ELECTRONIC MAIL DELIVERY**

Robin I. Gomez
City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, Florida 33708
rgomez@madeirabeachfl.gov

***Re: Engagement Letter to Serve as Special Magistrate
for the City of Madeira Beach***

Dear Robin:

It is with great pleasure that I submit to you the following as my proposed updated letter of engagement to set forth the terms of my engagement with the City of Madeira Beach to serve as Special Magistrate.

I. SCOPE OF SERVICES.

I will serve, on an as needed basis, as Special Magistrate to hear code enforcement matters, variance matters, and such other and further matters as may be appropriate as set forth in the Code of Ordinances for the City of Madeira Beach. In that capacity, I will preside over all hearings, in which my law firm or I do not have a conflict, render a decision where applicable and prepare the appropriate orders as necessary.

II. PAYMENT.

The City shall pay to my law firm, de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP, the sum of \$190 per hour plus costs for each actual attorney hour

worked and \$55 per hour for each paralegal hour worked with regard to this engagement. For hearings scheduled by the City and confirmed by the undersigned, there will be a minimum of one hour charged for attendance at the hearing.

In all matters hereunder, my Firm will submit each month to you, or your designee, a Billing Statement of hours expended for services rendered and costs incurred. All invoices shall be processed and paid in the same manner as for all other City invoices and statements. All invoices shall be due and payable within thirty (30) days of the date of the invoice.

III. TERMINATION.

The term of this engagement may be renewed annually. However, the agreement may be terminated by either party immediately with cause or upon thirty (30) days written notice without cause, or in accordance with the City's charter and code. If such termination occurs, the Firm will be paid for all services rendered and costs incurred, if applicable, to the date of notice of termination.

IV. MISCELLANEOUS.

A. Assignment. The services to be rendered under this engagement letter are personal to Bart R. Valdes and may not be assigned other than as provided herein, either directly or indirectly, to any other person or firm. Other attorneys in the firm may assist Mr. Valdes with his duties.

B. Amendments. This engagement letter may be amended only by written instrument signed by the Firm and the City of Madeira Beach.

C. Independent Contractor Status. In the performance of legal services hereunder, Bart R. Valdes, and de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP, are independent contractors and shall not hold themselves out as an employee, agent or servant of the City of Madeira Beach.


Robin I. Gomez
City of Madeira Beach
March 18, 2024
Page 3 of 3

This letter of engagement shall not be binding and is of no effect until it has been executed by the authorized representative of the City and by Bart R. Valdes, individually, and on behalf of the Firm.



Bart R. Valdes

**de BEAUBIEN, SIMMONS, KNIGHT,
MANTZARIS & NEAL, LLP,**

By: 

Bart R. Valdes

Its: Partner

Date: 3/18/24

CITY OF MADEIRA BEACH, FLORIDA,

By: _____

Print Name: _____

Date: _____