

**SPECIAL MAGISTRATE PROFESSIONAL
SERVICES CONTRACT**

THIS SPECIAL MAGISTRATE PROFESSIONAL SERVICES CONTRACT (“Professional Services Contract”) is hereby made and entered into, in duplicate in Palm Beach County, Florida this _____ day of _____ 2025, by and between the City of Pahokee, Florida, hereinafter referred to as the “City”, being party of the first part, and Attorney, Keith W. Davis, Esq. hereinafter referred to as “Attorney”, party of the second part.

RECITALS

WHEREAS, the City is in need of special magistrate code enforcement services; and

WHEREAS, pursuant to Section 2-141 of the City of Pahokee’s Code of Ordinances, entitled “*Special Master; Qualifications, appointment, removal, and term.*” The special master process (Special Magistrate) “is designed as an enforcement process pertaining to homeowners and businesses of building, structural, zoning, licensing, and life safety type cases for which corrective action has not been taken. It is an expeditious and inexpensive method to resolve violations which have not been corrected after notice has been provided by the city”.....”pursuant to F.S. Ch. 162.”; and

WHEREAS, pursuant to Section 2-141 of the City of Pahokee’s Code of Ordinances, appointments shall be made by the city commission for a term of one (1) year. Special masters (magistrates) may be reappointed or removed at the discretion of the mayor, subject to ratification by the city commission; and

WHEREAS, Section 2-141 of the City of Pahokee’s Code of Ordinances specifies that “special masters shall not be residents of the city and shall possess outstanding reputations for civic pride, interest, integrity, responsibility and business or professional ability.”; and

WHEREAS, according to Section 2-141 of the City’s Code of Ordinances, a special magistrate shall be a member of the Florida Bar with five (5) years experience as an attorney; the special magistrate shall be compensated at a rate to be determined by the city commission for time spent and preside over code enforcement matters once a month, or more often if necessary.

WHEREAS, pursuant to Section 2-272 of the City of Pahokee’s Code of Ordinances certain professional services are excluded from normal procurement requirements but “shall be by contract approved and authorized, executed by the city commission from time to time in the manner required by law”; and

WHEREAS, Keith W. Davis Esq., has served as the Special Magistrate for the City of Pahokee since November 2016 and is familiar with all relevant city ordinances pertaining to code enforcement; and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed, promised, and covenanted as follows:

- 1.0 **ENGAGEMENT OF PROFESSIONAL SERVICES.** City does hereby agree to engage and retain Attorney as Special Magistrate, and ATTORNEY does hereby agree to accept such engagement by the City in the capacity of “Special Magistrate” in accordance with the terms, conditions and provisions of Florida Statutes, City of Pahokee’s Code of Ordinances and all other applicable provisions of Florida Law.
- 2.0 **TERM OF ENGAGEMENT.** The term of engagement shall commence at the time of execution and shall remain in place for one (1) year, unless sooner terminated in the matter provided for in paragraph 3.0.
- 3.0 **TERMINATION.** The Special Magistrate Professional Services Contract may be terminated at the discretion of the mayor, subject to ratification by the city commission.
- 4.0 **SCOPE OF SERVICES.** City and Attorney mutually understand and agree that the scope of legal services to be provided by the Attorney shall be exclusively related to code enforcement matters. Attorney shall work diligently to carry out the requirements of this agreement. Attorney shall attend all code enforcement meetings in a timely manner and prepare reports and orders as necessary.
- 5.0 **PAYMENT FOR PROFESSIONAL SERVICES RENDERED.** Attorney shall be compensated at a rate of Two Thousand Dollars (\$200.00) an hour for work specifically related to code enforcement duties.
- 6.0 **COST, EXPENSES AND BILLING.** Costs and expenses are not reimbursable by the City. Attorney shall submit a monthly billing statement to the City and such statement shall contain the date(s) of services and the hours.
- 7.0 **ATTORNEY INDEPENDENCE.** It is important that Attorney be independent and impartial in order to properly perform and provide the professional services to the City. Attorney shall not act as counsel in any lawsuit or other adversary proceeding in which the City is named as an adverse party or in which Attorney takes any adverse position to the City.
- 8.0 **CONFLICT OF INTEREST.** Attorney acknowledges that he/she is familiar with and will at all times comply with the provisions of Florida Statutes, Chapter 112 relating to the Code of Ethics, County Ordinances, including ordinances pertaining to ethics and City Ordinances as they apply to the attorney.
- 9.0 **PUBLIC RECORDS.** Attorney and City mutually understand that the attorney-client and attorney work-product privileges may protect certain documents and information from voluntary disclosure. However, Attorney and City acknowledge and agree that such documents and information may be disclosed if required by Florida Statutes, Chapter 119 relating to Florida Public Records Acts, or other applicable Florida Law, with prior notice to the City, and appropriate redaction if

required; and further that such documents shall be disclosed, with prior notice to the City, if compelled by court order.

- 10.0 **INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing contained in this Professional Services Contract, or any document executed in connection herewith, shall be construed to create an employer-employee relationship, partnership or joint venture relationship between the City and Attorney. Attorney is an independent contractor and not an employee of the City. The consideration set forth in the Professional Services Contract shall be the sole consideration due Attorney for the services rendered hereunder. It is understood that the City will not withhold any amounts for payment of taxes from the compensation of the Attorney hereunder.

Attorney will not represent itself to be or hold itself out as an employee of the City and Attorney hereby acknowledges that he or she shall not have the right or entitlement in or to any of the pension, retirement, or other benefit programs now or hereafter available to the City's regular employees. Any and all sums subject to deduction, if any, required to be withheld and/or paid under any applicable state or federal laws shall be Attorney's sole responsibility and Attorney shall indemnify and hold harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

- 11.0 **INDEMNIFICATION.** Attorney shall at all hereafter agree to indemnify and hold harmless City, its officers (appointed or elected), agents, employees and servants against any and all claims, actions, petitions or disputes or losses of any nature whatsoever, whether in law, equity or administrative, including attorney's fees, cost, expenses, or judgements caused by or arising from or pertaining to Attorney's performance of the scope of services contemplated by this Professional Services Contract, including any and all claims, demands, or causes of actions or damages sustained by any person. The provision of this paragraph shall survive the termination of this Professional Service Contract.

- 12.0 **INSURANCE.** Attorney shall keep and maintain insurance necessary to comply with Section 11.0 of this Agreement.

- 13.0 **NOTICE.** Whenever either party is required to give notice to the other, such notice shall be delivered by United States mail, return receipt requested or by hand delivery addressed to the party for whom it is intended at the place specified by this paragraph. The place for giving notice shall remain the same as set forth in this Professional Services Contract, unless changes in writing and provided in the manner provided by this paragraph. The parties designate the following as the effective persons and place for providing notice to the other:

If to the City at:

Micheal Jackson, City Manager

207 Begonia Drive
Pahokee, FL 33476

With a copy to:

Burnadette Norris-Weeks, Esq.
Law Offices of Burnadette Norris-Weeks, P.A.
City Attorney
401 North Avenue of
the Arts
Ft. Lauderdale, FL
33311

If to the Attorney at:

Keith W. Davis, Esq.
Davis & Associates, P.A.
701 Northpoint Pkwy Ste 205
West Palm Beach, FL 33407-1956

- 14.0 **MISCELLANEOUS.** This Professional Services Contract sets forth the entire agreement between the parties hereto. Any oral conversations or writing are merged herein and extinguished. No subsequent amendment to this Contract shall be binding upon the City or the Attorney unless reduced to writing and properly signed and executed by both parties.

This Professional Services Contract shall be governed by the laws of the State of Florida. The invalidity or enforceability of any provision of this Agreement shall not affect validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties have caused this independent Contract/Professional Services Contract to be executed this _____ day of _____ 2025.

Keith W. Davis, Esq.

ATTORNEY/ SPECIAL MAGISTRATE

WITNESSES:

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025
by _____ (name of person making statement).

My Commission Expires:

(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

IN THE WITNESS OF FOREGOING, the parties have set their hands and seal the day and year first written above.

CITY OF PAHOKEE, FLORIDA

ATTEST:

City Clerk

Keith W. Babb

Mayor, City of Pahokee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney

EXHIBIT “A”

SPECIAL MAGISTRATE PROFESSIONAL SERVICES CONTRACT