

**CITY OF PORT ST. LUCIE
SPECIAL MAGISTRATE ENGAGEMENT AGREEMENT**

THIS ENGAGEMENT AGREEMENT ("Agreement") is made and entered into this 1st day of November 2023, between the City of Port St. Lucie, a Florida municipal corporation ("City") and Davis & Associates, P.A., ("Special Magistrate"). The City and Special Magistrate may be referred to individually as a "Party" or collectively as "the Parties."

WHEREAS, the City, pursuant to the City's Code of Ordinances Section 37.01 and Ch. 162, Florida Statutes (2021), has established the Office of Special Magistrate who shall have all the powers and authority of a code enforcement board; and

WHEREAS, the City wishes to contract for the non-exclusive services provided herein with at least three (3) special magistrates; and

WHEREAS, the Special Magistrate is qualified, willing, and able to provide the services set forth herein; and

WHEREAS, Section 37.01 requires any Special Magistrate appointed to be an attorney or retired judge, whose membership is in good standing with The Florida Bar, with experience in local government law generally; and

WHEREAS, the City desires to contract for the services of Special Magistrate contained herein, as such services will inure to the benefit of the citizens of the City.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants listed herein, the Parties agree as follows:

1. Special Magistrate warrants that he/she: (i) is an attorney who is in good standing with The Florida Bar; and (ii) has experience in local government law.
2. Designation of judicial authority shall be bestowed solely upon Keith W. Davis, Esq., of the Davis & Associates, P.A. firm.
3. Special Magistrate will perform the duties assigned to him/her as defined in the City's Code of Ordinances Section 37.01, and other applicable ordinances and City policies, on a non-exclusive and an as-scheduled basis.
4. The City shall compensate the Special Magistrate at the rate of \$175.00 per hour. Compensation shall be paid for attendance at hearings only, rounded to the .5 hour, with a two (2) hour minimum per day. No compensation shall be paid for travel time to or from City Hall. Any task taking less than 30 minutes completed outside of the hearing that is germane to the hearings including, but not limited to, the drafting and signing of orders shall be considered part of the day of hearings and shall not be separately compensated. In the event of Special Set hearings, the Special Magistrate shall be

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allowed to bill for tasks germane to the hearing and for drafting and signing orders outside of the hearing.

5. The term of this Agreement shall commence upon approval by the City Council, through October 2024, and thereafter may be renewed on an annual basis upon appointment by the City Council and acceptance by Special Magistrate.

6. The City or Special Magistrate may terminate this Agreement without cause upon 30 days written notice to the other Party. If this Agreement is terminated, Special Magistrate shall be paid for work performed up to the date of termination that does not involve misfeasance, malfeasance, or nonfeasance in office.

7. The Parties agree that the consideration for this Agreement shall be, for the City, the professional services provided by the Special Magistrate, and for the Special Magistrate, the sums paid by the City.

8. In the event a legal conflict arises between Special Magistrate and any respondent, Special Magistrate shall immediately advise the City and shall recuse himself/herself and take no further action in the case.

9. The Parties deem the services to be provided by Special Magistrate are personal in nature and shall not be assigned.

10. The Special Magistrate shall serve at the pleasure of the City Council and the City reserves the right to recruit additional or replacement Special Magistrates as it seems appropriate.

11. The Special Magistrate shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Ch. 119, Florida Statutes, and made or received by the City in conjunction with this Agreement. The Special Magistrate shall, to comply with public records laws, specifically:

- a. Keep and maintain public records required by the City to perform the service.
- b. 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.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Special Magistrate does not transfer the records to the City.

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- d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Special Magistrate or keep and maintain public records required by the City to perform the service. If the Special Magistrate transfers all public records to the City upon completion of the Agreement, the Special magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Special Magistrate keeps and maintains public records upon completion of the Agreement, the Special Magistrate shall meet all applicable requirements for retaining public records. All records stored electronically 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.

IF THERE ARE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871-5157
pr@cityofpsl.com

12. This Agreement shall be construed in accordance with the laws of the State of Florida and venue shall lie in St. Lucie County, Florida. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other covenants, conditions or provisions contained herein.

13. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between the City and Special Magistrate, other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. The Parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

14. This Agreement contains all of the terms and provisions agreed upon by the Parties. Any alterations, variations, amendments, waivers, or modifications must be in writing and duly executed by the Parties.

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IN WITNESS WHEREOF, the Parties have set their hands and seals on the day, month, and year written.

SPECIAL MAGISTRATE

By: 
Authorized Agent
Davis & Associates, P.A.

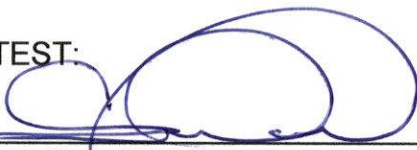
Dated: October 31, 2023

CITY OF PORT ST. LUCIE


By: 
Jesus Merejo
City Manager

Dated: 10/31/23

ATTEST:

By: 
Sally Walsh
City Clerk

APPROVED AS TO FORM

By: 
Richard Berrios, Esq.
Interim City Attorney