

AGREEMENT FOR SPECIAL MAGISTRATE SERVICES

THIS AGREEMENT, made and entered into the ____ day of _____, 2021
by and between:

CITY OF PEMBROKE PINES, a Florida municipal corporation,
having the business address, 601 City Center Way, Pembroke Pines, Florida 33025
(hereinafter referred to as "CITY"),

and

ALAN L. GABRIEL, ESQ. of WEISS SEROTA HELFMAN COLE & BIERMAN
having the business address, 200 E Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301-1949
(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 Pembroke Pines; and

WHEREAS, the SPECIAL MAGISTRATE is not an officer pursuant to Article II, Section 5(a) of the Florida Constitution; and

WHEREAS, the SPECIAL MAGISTRATE serves at the pleasure and at the will of the City Commission of CITY; and

WHEREAS, the services of the Special Magistrate is a professional service procured pursuant to §35.18(C)(2) of the Code of Ordinances of the City of Pembroke ; and

WHEREAS, CITY and WEISS SEROTA HELFMAN COLE & BIERMAN through its designee ALAN L. GABRIEL, ESQ., wish to enter into this Agreement in order to set out the terms and conditions of employment related the appointment of Alan L. Gabriel, Esq., to serve as SPECIAL MAGISTRATE, for 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 fourth Thursday of each month from 9:00 a.m. to approximately 11:00 a.m. SPECIAL MAGISTRATE understands that Special Magistrates will be utilized for hearings on a rotational basis.
- 2.2 SPECIAL MAGISTRATE is authorized to hear cases involving but not limited to, vacant properties, multi-family residential properties, neighborhood preservation, non-residential properties, cases involving an immediate threat to health and safety, reasonable accommodations, licensing appeals, variances, dangerous dogs, 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 is a member in good standing of the Florida Bar engaged in the private practice of law. 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.

Section 3. Payment.

- 3.1 CITY agrees to pay SPECIAL MAGISTRATE TWO HUNDRED AND FIFTEEN DOLLARS (\$215.00) per hour or fractional part thereof for time spent by the SPECIAL MAGISTRATE in preparation and research for special Magistrate hearings, for attendance at said hearings, and if required, for drafting appropriate orders and documents which result from such hearings. There will be a minimum guarantee of two (2) hours for each special Magistrate hearing.
- 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: Code Enforcement Department, 601 City Center Way, Pembroke Pines, Florida 33025.

3.3 Client 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:

WEISS SEROTA HELFMAN COLE & BIERMAN
200 E Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301-1949

Section 4. Term of Agreement.

4.1 This Agreement shall be effective on October 1, 2021, upon the approval of the City Commission and shall be effective until terminated by the CITY. This Agreement with the SPECIAL MAGISTRATE may be terminated at any time by the City Commission and without cause. 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 The Agreement may be terminated by either party at will upon thirty (30) calendar days' written notice to the other party.

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 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 Client of Pembroke Pines 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 Client to perform the service;

5.4.2 Upon request from the Client's custodian of public records, provide the Client 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 Client; and
- 5.4.4 Upon completion of the Agreement, SPECIAL MAGISTRATE shall transfer to the Client, at no cost to the CLIENT, all public records in SPECIAL MAGISTRATE' possession. All records stored electronically by the SPECIAL MAGISTRATE must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.
- 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 Client 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' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CLIENT CLERK
601 CLIENT CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com

- 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 Pembroke Pines. 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 Pembroke Pines; 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the CITY OF PEMBROKE PINES 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.

CITY

ATTEST:

CITY OF PEMBROKE PINES, FLORIDA:

MARLENE GRAHAM, CITY CLERK

BY: MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

SPECIAL MAGISTRATE

WEISS SEROTA HELEMAN COLE &
BIERMAN

ALAN L. GABRIEL, ESQ.

STATE OF FLORIDA
COUNTY OF Broward

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

☐ online notarization, this 3rd day of September 2021, by ALAN L. GABRIEL.

NOTARY PUBLIC

☒ Personally Known OR
☐ Produced Identification

Type of Identification Produced

