

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Agenda Item #:

3J-1

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2006 ☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department: Planning, Zoning and Building

Submitted By: Code Enforcement Division

Submitted For: Code Enforcement Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) approve** a standard Agreement of Services contract for Palm Beach County Special Master hearing officers; and **B) authorize** the County Administrator to execute the standard agreement.

Summary: Previously, the BCC approved the concept of paying Code Enforcement Special Masters. In order to achieve this, staff has determined that it would be necessary for each individual serving as a Special Master to enter into a contract with the County to serve in such capacity. The attached contract accomplishes this. (Unincorporated;GB)

Background and Policy Issues: The BCC approved staff's recommendation to pay attorneys currently volunteering as a Special Master hearing officer. To accomplish this, each individual will have to enter into a contract with the County. Once the attached contract is executed, the process of paying the Special Masters for their services may begin.

Many of the local municipalities and neighboring counties have adopted the special master process and pay the attorneys participating with them. This has resulted in a reduction in those willing to participate with the County in a Special Master capacity. Further, we have had a few instances in the past year where other departments wished to use one of the Code Enforcement Special Masters in hearings for their particular jurisdiction. Since the current Special Masters volunteered their time, they were reluctant to spend additional time over and above that needed for the Code Enforcement Division.

It is estimated that the total fiscal impact for the Code Enforcement Division will be less than \$20,000.00 per year.

Attachments: Proposed contract for Special Master

Recommended by: 
Executive Director

10/25/06
Date

Approved By: 
Deputy County Administrator

11/13/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>07</u>	20 <u>08</u>	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No
Budget Account No.: Fund 0001 Department 600 Unit 6241 Object 3401

Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funding is available in the Code Enforcement Contractual Services line. Use of these funds will reduce the amount available for other services.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

AGREEMENT FOR SERVICES OF SPECIAL MASTER

THIS AGREEMENT is made this _____ day of _____,
2006, between PALM BEACH COUNTY, FLORIDA, a political subdivision of the
State of Florida, of 301 N. Olive Avenue, West Palm Beach, Florida 33401,
hereinafter referred to as the ("County"), and

Name of _____
Address
hereinafter referred to as ("Counsel").

WHEREAS, the County desires services of a Special Master with regard
to the hearing of code violation matters, pursuant to Chapter 162, Florida
Statutes, and Article 10, Chapter B and Article 17, Chapter C, Section 3 of the
Palm Beach County Unified Land Development Code ("ULDC"); and

WHEREAS, Counsel fulfills the qualification of a Special Master as set
forth in Article 17, Chapter C, Section 3 of the ULDC.

NOW, THEREFORE, in consideration of the mutual covenants and
agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. EMPLOYMENT AS A SPECIAL MASTER. The County
hereby agrees to engage and appoint Counsel as a Special Master, to be one of
a pool of Special Masters, and Counsel hereby agrees to perform the services
set forth in the Scope of Services, on an as needed basis.

SECTION 2. SCOPE OF SERVICES. Counsel shall perform the duties
of a Special Master as set forth in Article 17, Chapter C, Section 3 of the Unified
Land Development Code, as may be amended from time to time. As a Special

Master, Counsel shall have the authority to hold hearings, assess fines, and order mitigation for violations of the ULDC, and any other code or ordinance in force in Palm Beach County which is designated by the Board of County Commissioners for enforcement by the Special Master. Counsel, in the performance of his or her duties as Special Master, shall avoid impropriety and the appearance of impropriety, shall perform his duties as a Special Master, hold hearings, assess fines, and render orders in a timely manner. Further, Counsel shall agree not to enter into any subsequent contracts with another governmental entity as a special magistrate, special master and/or hearing officer.

SECTION 3. THE COUNTY'S RESPONSIBILITY. Except as provided in the ULDC, the County's responsibilities are as follows:

- A. To provide clerical and administrative personnel and legal services as may be reasonably required by the Counsel for the proper performance of its duties.
- B. To provide compensation as set forth in Section 5 of this Agreement.

SECTION 4. TERM. This Agreement shall be for a period of one (1) year from the date of execution of the Agreement, and shall be automatically renewable for each year thereafter, provided neither cancellation nor resignation has occurred pursuant to the terms of this Agreement.

SECTION 5. COMPENSATION. Compensation for the services performed by Counsel shall be payable as follows:

- A. The compensation for this Agreement shall be at an hourly rate of TWO HUNDRED DOLLARS (\$200.00). Counsel shall bill hourly only for the time utilized in holding hearings, reviewing memoranda, and drafting orders.
- B. Compensation for all Special Masters collectively is subject to a budgetary limitation of TWENTY THOUSAND DOLLARS (\$20,000.00) for any fiscal year. Compensation for all Special Masters shall not exceed the amount provided in the County budget for Special Masters without further approval by the Board of County Commissioners.
- C. Counsel shall prepare and submit invoices to the PBC Code Enforcement Division, 2300 North Jog Rd. WPB, FL. 33411 for approval for the services rendered under this Agreement. After review, invoices shall be submitted to PZB Accounting Section for payment processing.

SECTION 6. DEVOTION OF TIME. The Counsel shall be available for performance of the duties of Special Master as set forth in Article 17, Chapter C, Section 3 of the ULDC, at reasonable times at the County's request, and shall perform such duties in a timely manner.

SECTION 7. TERMINATION OF AGREEMENT BY THE COUNTY. This Agreement may be terminated by the County, with or without cause, upon thirty (30) days written notice. If Counsel voluntarily resigns his appointment prior to the

expiration of his term, Counsel shall provide the County with thirty (30) days written notice.

SECTION 8. CONTROLLING LAW.

- A. This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in Palm Beach County, Florida.
- B. Should litigation be necessary to enforce any term or provision of this Agreement, each party shall bear its own costs of litigation and attorneys' fees.

SECTION 9. EXTENT OF AGREEMENT.

- A. This Agreement represents the entire and integrated agreement between the County and Counsel and supersedes all prior negotiations, representations or agreement, either written or oral.
- B. This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

SECTION 10. NON-EXCLUSIVITY. This shall not be an exclusive contract. The County has the right to enter into Agreements with other qualified persons to provide the services of a Special Master with regard to the hearing of code violation matters, pursuant to Article 17, Chapter C, Section 3 of the ULDC.

SECTION 11. NOTICES. Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing same in the United States Postal Service, addressed to Counsel at its address stated herein, and to the County at its address stated herein.

Counsel:

Name

Address

City, State and Zip

County:

Palm Beach County Code Enforcement
Attn: Director
2300 North Jog Road
West Palm Beach, Florida 33411-2741

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

PALM BEACH COUNTY, FLORIDA

County Administrator

WITNESS:

Special Master:

By: _____
Signature

Signature

Type or print name

Type or Print Name

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
County Attorney
U:\common\code\Specialmasteragreement.form