



## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs	*				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	*				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget?                                Yes X                        No     
 Does this item include the use of federal funds?             Yes                           No X

**Budget Account No:**

Fund 0001                    Agency 600                    Organization 6241                    Object 3125

\* **B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Per standard agreement for services, Special Magistrates will be paid \$200 per hour.  
 The total annual amount to be expended is undetermined at this time.

**C. Departmental Fiscal Review:**

*Pat D'Ercole*

### III. REVIEW COMMENTS:

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

*Suzanne Poma* 9/13/18  
 OFMB 9/13/18 *AK 9/12/18 g/1/18*

*J. J. Lang* 9/20/18  
 Contract Dev. & Control 9/20/18

**B. Legal Sufficiency**

*Shawn Fry*  
 Assistant County Attorney

**C. Other Department Review**

\_\_\_\_\_  
 Department Director

AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND

RENEE CLARK, ESQ

FOR  
SPECIAL MAGISTRATE SERVICES

THIS AGREEMENT is made this 14 day of August, 2018, 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) Renee Clark, Esq. of (Address) 4105 Bluff Harbor Way, hereinafter referred to as ("Counsel"), both hereinafter referred to collectively as the "Parties".

WHEREAS, the County desires to retain the services of Counsel as a special master, special magistrate and/or hearing officer ("Special Magistrate") with regard to presiding over code violation matters, pursuant to Chapter 162, Florida Statutes, Article 10 of the Palm Beach County Unified Land Development Code ("ULDC"), and any other code or ordinance in force in Palm Beach County that is designated by the Board of County Commissioners for enforcement by a Special Magistrate; and

WHEREAS, Counsel fulfills the qualifications required of a Special Magistrate as set forth in Article 2 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 MAGISTRATE. The County hereby agrees to engage and appoint Counsel as a Special Magistrate, to be one

of a pool of Special Magistrates, and Counsel hereby agrees to perform the services set forth in the Scope of Services on an as needed basis. Counsel understands that training may be necessary and required to properly fulfill the duties of a Special Magistrate and agrees that if the County chooses to provide Special Magistrate training ("Required Training"), Counsel will make himself/herself available for such training.

SECTION 2. SCOPE OF SERVICES. Counsel shall perform the duties of a Special Magistrate in accordance with Article 2 of the ULDC, as may be amended from time to time and any other applicable codes or ordinances. As a Special Magistrate, Counsel shall have the authority to hold hearings, determine whether the codes and ordinances of Palm Beach County have been complied with, assess applicable fines, penalties and costs as provided by law, order mitigation for violations of the codes and ordinances of Palm Beach County, impose liens on real and personal property as provided by law, and exercise such authority as provided by law. Counsel, in the performance of his or her duties as Special Magistrate, shall avoid ex parte communications with any party involved in a code or ordinance violation proceeding, shall avoid impropriety and the appearance of impropriety, shall diligently perform his/her duties as a Special Magistrate, and shall render orders in a timely manner.

SECTION 3. NO DUAL OFFICE HOLDING. Counsel shall not engage in dual office holding in violation of Article 2 Section 5 of the Florida Constitution while services are being performed for the County pursuant to this Agreement. During the term of this Agreement, Counsel shall not enter into any contract with another

governmental entity to perform services as a special magistrate, special master and/or hearing officer and shall not accept a position on a governmental board or commission that exercises the sovereign power of the governmental entity by making, executing, or administering the laws on behalf of the governmental entity. During the term of this Agreement, should Counsel wish to undertake any employment beyond the scope of this Agreement that Counsel believes may constitute dual office holding as prohibited by Article 2 Section 5 of the Florida Constitution, Counsel shall obtain the written consent of the County Attorney before accepting such employment or shall first terminate this Agreement as provided in Section 8.

SECTION 4. THE COUNTY'S RESPONSIBILITY. The County's responsibilities are as follows:

- A. To provide clerical and administrative personnel as may be reasonably required by Counsel for the proper performance of his/her duties.
- B. To provide compensation as set forth in Section 6 of this Agreement.
- C. To provide a facility for all necessary hearings, meetings or training sessions.

SECTION 5. 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 6. 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 spent holding hearings, reviewing motions and memoranda, subpoenaing witnesses and drafting orders.
- B. Counsel shall receive a flat fee of \$200 for any Required Training session.
- C. Counsel shall prepare and submit written invoices to the Department/Division Director who requested Special Magistrate services for approval. Invoices received from Counsel pursuant to this Agreement will be reviewed and approved by the Department/Division Director to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the Department/Division Director's approval.

SECTION 7. DEVOTION OF TIME. The Counsel shall be available for performance of the duties of Special Magistrate at reasonable times at the County's request and shall perform such duties in a timely manner.

SECTION 8. TERMINATION OF AGREEMENT. This Agreement may be terminated by the County, with or without cause, upon ten (10) days written notice.

This Agreement may be terminated by Counsel, with or without cause, upon thirty (30) days written notice.

SECTION 9. REMEDIES.

- 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. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- C. 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 10. EXTENT OF AGREEMENT.

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

SECTION 11. 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 Magistrate with regard to the hearing of violations of any code or ordinance in force in Palm Beach County which is designated by the Board of County Commissioners for enforcement by a Special Magistrate. Counsel shall have the right to enter into other employment agreements that do not conflict with or violate the terms of this Agreement.

SECTION 12. NOTICES. All notices (other than a legal opinion from the County Attorney) required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery with signed acceptance, other delivery service requiring signed acceptance or electronic mail (email) with a delivery receipt. Such notices shall be addressed to:

Counsel:

RENEE CLARK, ESQ

Name

4105 BLUFF HARBOR WAY

Address

WELLINGTON FL 33449

City, State and Zip

RCLARK@YOURDEFENDER.COM

Email

\_\_\_\_\_  
Email



**County:**

Palm Beach County

Attn: Executive Director of Planning, Zoning and Building

2300 Jog Road

West Palm Beach, Florida 33411

Email: PRutter@pbcgov.org

Email: AMcIntosh@pbcgov.org

**Attorney for the County:**

County Attorney

301 North Olive Avenue, 6<sup>th</sup> Floor

West Palm Beach, Florida 33401

Email: Sxfox@pbcgov.org

Email: LHermann@pbcgov.org

Such notices shall be deemed received: (1) if delivered by hand delivery, on the date of delivery; (2) if sent by certified or registered mail, on the date it is received as evidenced by signature on the return receipt; or (3) if by email, on the date of delivery as shown on the delivery confirmation receipt, unless such date is a weekend or holiday, in which case the email shall be deemed received upon the next business day following delivery. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Any change of address must be made by written notice to the other Party and such change shall be effective three (3) days following receipt of such written notice by the other Party. Any change of email address shall be effective upon receipt. If written notice, demand or request is made as provided herein, then in the event that such notice is returned to the sender by the U.S. Postal System because of insufficient address, incorrect address or otherwise (but not refusal of acceptance), such notice shall be deemed to have been received by

the Party to whom it was addressed on the date that such was initially placed in the U.S. Postal System by the sender.

SECTION 13. CONFLICT OF INTEREST.

- A. Counsel represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics.
- B. During the term of this Agreement, Counsel shall not represent any party in any enforcement proceeding prosecuted by the County in the Fifteenth Judicial Circuit Court or before any Palm Beach County Special Magistrate or board.
- C. For a period of two years from the date of termination of this Agreement, Counsel shall not act as an agent or attorney in any proceeding before any decision-making body of the County on any matter that was the subject of a proceeding that was considered by Counsel as a Special Magistrate.

SECTION 14. THIRD PARTY BENEFICIARIES. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Counsel.

SECTION 15. INSPECTOR GENERAL. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Counsel, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 16. NONDISCRIMINATION. Counsel warrants and represents that while performing services under this Agreement all of its employees and all persons Counsel comes into contact with pursuant to this Agreement shall be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Counsel has submitted to the County a copy of his/her non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Counsel does not have a written non-discrimination policy, he/she has acknowledged through a signed statement

provided to the County that Counsel's non-discrimination policy conforms to R-2014-1421, as amended.

SECTION 17. AUTHORITY TO PRACTICE. Counsel hereby represents and warrants that he/she has and will continue to maintain all licenses and approvals required to conduct his/her business, and that he/she will at all times conduct his/her business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

SECTION 18. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19. NON-WAIVER. No waiver by County or Counsel of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to County or Counsel upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by County or Counsel of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

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

ATTEST:

PALM BEACH COUNTY, FLORIDA

*W. Baker*  
County Administrator or Designee

WITNESS:

Special Magistrate:

By: *G. Z.*  
Signature

*[Signature]*  
Signature

GLORIA FECHER  
Type or print name

Renee Clark  
Type or Print Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: *[Signature]*  
County Attorney

APPROVED AS TO  
TERMS AND CONDITIONS:

By: *[Signature]*  
Executive Director, Planning, Zoning, and Building

AGREEMENT  
BETWEEN  
PALM BEACH COUNTY

AND  
Richard Gendler  
FOR  
SPECIAL MAGISTRATE SERVICES

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State of Florida, of 301 N. Olive Avenue, West Palm Beach, Florida 33401,  
hereinafter referred to as the ("County"), and (Name) Richard Gendler  
of (Address) 1235 NW 18 Court Plantation, FL 33323, hereinafter referred to as  
("Counsel"), both hereinafter referred to collectively as the "Parties".

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special master, special magistrate and/or hearing officer ("Special Magistrate")  
with regard to presiding over code violation matters, pursuant to Chapter 162,  
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that is designated by the Board of County Commissioners for enforcement by a  
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**Counsel:** Richard Gendler  
Name  
11235 NW 18 COURT  
Address  
Plantation, FL 33323  
City, State and Zip  
      
Email  
Rgendler@miami-law.com  
Email

**County:**

Palm Beach County  
Attn: Executive Director of Planning, Zoning and Building  
2300 Jog Road  
West Palm Beach, Florida 33411  
Email: PRutter@pbcgov.org  
Email: AMcIntosh@pbcgov.org

Attorney for the County:  
County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
Email: Sxfox@pbcgov.org  
Email: LHermann@pbcgov.org

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

**ATTEST:**

**PALM BEACH COUNTY, FLORIDA**

*W. Baker*  
County Administrator or Designee

**WITNESS:**

**Special Magistrate:**

By: *Linda Gendler*  
Signature

*[Signature]*  
Signature

Linda Gendler  
Type or print name

Richard Gendler  
Type or Print Name

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

**APPROVED AS TO  
TERMS AND CONDITIONS:**

By: *[Signature]*  
County Attorney

By: *[Signature]*  
Executive Director, Planning, Zoning, and Building



AGREEMENT  
BETWEEN  
PALM BEACH COUNTY

AND  
Natalie E. Green Moore  
FOR  
SPECIAL MAGISTRATE SERVICES

THIS AGREEMENT is made this 15<sup>th</sup> day of August, 2018, 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) Natalie Green Moore, Esq. of (Address) 10130 Northlake Boulevard, Suite 214-188, West Palm Beach, FL 33412, hereinafter referred to as ("Counsel"), both hereinafter referred to collectively as the "Parties".

WHEREAS, the County desires to retain the services of Counsel as a special master, special magistrate and/or hearing officer ("Special Magistrate") with regard to presiding over code violation matters, pursuant to Chapter 162, Florida Statutes, Article 10 of the Palm Beach County Unified Land Development Code ("ULDC"), and any other code or ordinance in force in Palm Beach County that is designated by the Board of County Commissioners for enforcement by a Special Magistrate; and

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This Agreement may be terminated by Counsel, with or without cause, upon thirty (30) days written notice.

SECTION 9. REMEDIES.

- 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. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- C. 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 10. EXTENT OF AGREEMENT.

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

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SECTION 12. NOTICES. All notices (other than a legal opinion from the County Attorney) required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery with signed acceptance, other delivery service requiring signed acceptance or electronic mail (email) with a delivery receipt. Such notices shall be addressed to:

Counsel:

NATALIE GREEN MOORE, ESQ  
Name

10130 NORTHLAKE BLVD STE 214-188  
Address

WEST PALM BEACH FL 33412  
City, State and Zip

NGMLAW1@GMAIL.COM  
Email

\_\_\_\_\_  
Email

**County:**

Palm Beach County  
Attn: Executive Director of Planning, Zoning and Building  
2300 Jog Road  
West Palm Beach, Florida 33411  
Email: PRutter@pbcgov.org  
Email: AMcIntosh@pbcgov.org

**Attorney for the County:**

County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
Email: Sxfox@pbcgov.org  
Email: LHermann@pbcgov.org

Such notices shall be deemed received: (1) if delivered by hand delivery, on the date of delivery; (2) if sent by certified or registered mail, on the date it is received as evidenced by signature on the return receipt; or (3) if by email, on the date of delivery as shown on the delivery confirmation receipt, unless such date is a weekend or holiday, in which case the email shall be deemed received upon the next business day following delivery. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Any change of address must be made by written notice to the other Party and such change shall be effective three (3) days following receipt of such written notice by the other Party. Any change of email address shall be effective upon receipt. If written notice, demand or request is made as provided herein, then in the event that such notice is returned to the sender by the U.S. Postal System because of insufficient address, incorrect address or otherwise (but not refusal of acceptance), such notice shall be deemed to have been received by

the Party to whom it was addressed on the date that such was initially placed in the U.S. Postal System by the sender.

SECTION 13. CONFLICT OF INTEREST.

- A. Counsel represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics.
- B. During the term of this Agreement, Counsel shall not represent any party in any enforcement proceeding prosecuted by the County in the Fifteenth Judicial Circuit Court or before any Palm Beach County Special Magistrate or board.
- C. For a period of two years from the date of termination of this Agreement, Counsel shall not act as an agent or attorney in any proceeding before any decision-making body of the County on any matter that was the subject of a proceeding that was considered by Counsel as a Special Magistrate.

SECTION 14. THIRD PARTY BENEFICIARIES. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Counsel.



SECTION 15. INSPECTOR GENERAL. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Counsel, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 16. NONDISCRIMINATION. Counsel warrants and represents that while performing services under this Agreement all of its employees and all persons Counsel comes into contact with pursuant to this Agreement shall be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Counsel has submitted to the County a copy of his/her non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Counsel does not have a written non-discrimination policy, he/she has acknowledged through a signed statement

provided to the County that Counsel's non-discrimination policy conforms to R-2014-1421, as amended.

SECTION 17. AUTHORITY TO PRACTICE. Counsel hereby represents and warrants that he/she has and will continue to maintain all licenses and approvals required to conduct his/her business, and that he/she will at all times conduct his/her business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

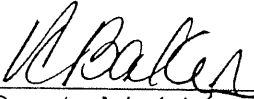
SECTION 18. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19. NON-WAIVER. No waiver by County or Counsel of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to County or Counsel upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by County or Counsel of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

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 or Designee

WITNESS:

Special Magistrate:

By:   
Signature


  
Signature


Edward Moore  
Type or print name

Natalie Green Moore, Esq.  
Type or Print Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO  
TERMS AND CONDITIONS:

By:   
County Attorney

By:   
Executive Director, Planning, Zoning, and Building

**AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND  
EARL K. MALLORY**

---

**FOR  
SPECIAL MAGISTRATE SERVICES**

THIS AGREEMENT is made this 9 day of JULY, 2018, 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) Earl K. Mallory of (Address) PO Box 8858, Jupiter, FL 33468, hereinafter referred to as ("Counsel"), both hereinafter referred to collectively as the "Parties".

WHEREAS, the County desires to retain the services of Counsel as a special master, special magistrate and/or hearing officer ("Special Magistrate") with regard to presiding over code violation matters, pursuant to Chapter 162, Florida Statutes, Article 10 of the Palm Beach County Unified Land Development Code ("ULDC"), and any other code or ordinance in force in Palm Beach County that is designated by the Board of County Commissioners for enforcement by a Special Magistrate; and

WHEREAS, Counsel fulfills the qualifications required of a Special Magistrate as set forth in Article 2 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 MAGISTRATE. The County hereby agrees to engage and appoint Counsel as a Special Magistrate, to be one

of a pool of Special Magistrates, and Counsel hereby agrees to perform the services set forth in the Scope of Services on an as needed basis. Counsel understands that training may be necessary and required to properly fulfill the duties of a Special Magistrate and agrees that if the County chooses to provide Special Magistrate training ("Required Training"), Counsel will make himself/herself available for such training.

SECTION 2. SCOPE OF SERVICES. Counsel shall perform the duties of a Special Magistrate in accordance with Article 2 of the ULDC, as may be amended from time to time and any other applicable codes or ordinances. As a Special Magistrate, Counsel shall have the authority to hold hearings, determine whether the codes and ordinances of Palm Beach County have been complied with, assess applicable fines, penalties and costs as provided by law, order mitigation for violations of the codes and ordinances of Palm Beach County, impose liens on real and personal property as provided by law, and exercise such authority as provided by law. Counsel, in the performance of his or her duties as Special Magistrate, shall avoid ex parte communications with any party involved in a code or ordinance violation proceeding, shall avoid impropriety and the appearance of impropriety, shall diligently perform his/her duties as a Special Magistrate, and shall render orders in a timely manner.

SECTION 3. NO DUAL OFFICE HOLDING. Counsel shall not engage in dual office holding in violation of Article 2 Section 5 of the Florida Constitution while services are being performed for the County pursuant to this Agreement. During the term of this Agreement, Counsel shall not enter into any contract with another

governmental entity to perform services as a special magistrate, special master and/or hearing officer and shall not accept a position on a governmental board or commission that exercises the sovereign power of the governmental entity by making, executing, or administering the laws on behalf of the governmental entity. During the term of this Agreement, should Counsel wish to undertake any employment beyond the scope of this Agreement that Counsel believes may constitute dual office holding as prohibited by Article 2 Section 5 of the Florida Constitution, Counsel shall obtain the written consent of the County Attorney before accepting such employment or shall first terminate this Agreement as provided in Section 8.

SECTION 4. THE COUNTY'S RESPONSIBILITY. The County's responsibilities are as follows:

- A. To provide clerical and administrative personnel as may be reasonably required by Counsel for the proper performance of his/her duties.
- B. To provide compensation as set forth in Section 6 of this Agreement.
- C. To provide a facility for all necessary hearings, meetings or training sessions.

SECTION 5. 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 6. 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 spent holding hearings, reviewing motions and memoranda, subpoenaing witnesses and drafting orders.
- B. Counsel shall receive a flat fee of \$200 for any Required Training session.
- C. Counsel shall prepare and submit written invoices to the Department/Division Director who requested Special Magistrate services for approval. Invoices received from Counsel pursuant to this Agreement will be reviewed and approved by the Department/Division Director to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the Department/Division Director's approval.

SECTION 7. DEVOTION OF TIME. The Counsel shall be available for performance of the duties of Special Magistrate at reasonable times at the County's request and shall perform such duties in a timely manner.

SECTION 8. TERMINATION OF AGREEMENT. This Agreement may be terminated by the County, with or without cause, upon ten (10) days written notice.

This Agreement may be terminated by Counsel, with or without cause, upon thirty (30) days written notice.

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**Counsel:**

Earl K. Mallory

\_\_\_\_\_  
Name

PO Box 8858, Jupiter, FL 33468

\_\_\_\_\_  
Address

Jupiter, FL 33458

\_\_\_\_\_  
City, State and Zip

ekm@mallorylawgroup.com

\_\_\_\_\_  
Email

office@mallorylawgroup.com

\_\_\_\_\_  
Email

**County:**

Palm Beach County  
Attn: Executive Director of Planning, Zoning and Building  
2300 Jog Road  
West Palm Beach, Florida 33411  
Email: PRutter@pbcgov.org  
Email: AMcIntosh@pbcgov.org

Attorney for the County:  
County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
Email: Sxfax@pbcgov.org  
Email: LHermann@pbcgov.org

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

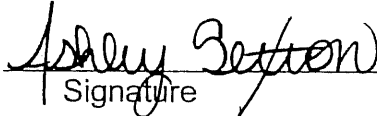
ATTEST:

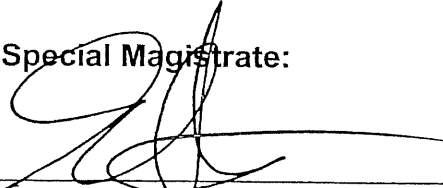
PALM BEACH COUNTY, FLORIDA

  
County Administrator or Designee

WITNESS:

Special Magistrate:

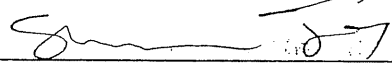
By:   
Signature

  
Signature

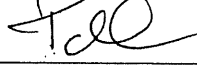
Ashley Sexton  
Type or print name

Earl K. Mallory  
Type or Print Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
County Attorney

APPROVED AS TO  
TERMS AND CONDITIONS:

By:   
Executive Director, Planning, Zoning, and Building

**AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND  
WILLIAM T. TOOTHEY, PLLC  
FOR  
SPECIAL MAGISTRATE SERVICES**

THIS AGREEMENT is made this 10<sup>th</sup> day of AUGUST, 2018, 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) WILLIAM T. TOOTHEY of (Address) 2180 SW OAKWATER PT, PALM CITY 34990 hereinafter referred to as ("Counsel"), both hereinafter referred to collectively as the "Parties".

WHEREAS, the County desires to retain the services of Counsel as a special master, special magistrate and/or hearing officer ("Special Magistrate") with regard to presiding over code violation matters, pursuant to Chapter 162, Florida Statutes, Article 10 of the Palm Beach County Unified Land Development Code ("ULDC"), and any other code or ordinance in force in Palm Beach County that is designated by the Board of County Commissioners for enforcement by a Special Magistrate; and

WHEREAS, Counsel fulfills the qualifications required of a Special Magistrate as set forth in Article 2 of the ULDC.

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**Counsel:**

WILLIAM T. TOOLHEY  
Name

2180 SW OAKWATER POINTE  
Address

PALM CITY, FL 34990  
City, State and Zip

TOOLHEYLAW @ AOL.COM  
Email

\_\_\_\_\_  
Email

**County:**

Palm Beach County  
Attn: Executive Director of Planning, Zoning and Building  
2300 Jog Road  
West Palm Beach, Florida 33411  
Email: PRutter@pbcgov.org  
Email: AMcIntosh@pbcgov.org

Attorney for the County:  
County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
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- C. For a period of two years from the date of termination of this Agreement, Counsel shall not act as an agent or attorney in any proceeding before any decision-making body of the County on any matter that was the subject of a proceeding that was considered by Counsel as a Special Magistrate.

SECTION 14. THIRD PARTY BENEFICIARIES. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Counsel.

SECTION 15. INSPECTOR GENERAL. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Counsel, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 16. NONDISCRIMINATION. Counsel warrants and represents that while performing services under this Agreement all of its employees and all persons Counsel comes into contact with pursuant to this Agreement shall be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Counsel has submitted to the County a copy of his/her non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Counsel does not have a written non-discrimination policy, he/she has acknowledged through a signed statement

provided to the County that Counsel's non-discrimination policy conforms to R-2014-1421, as amended.

SECTION 17. AUTHORITY TO PRACTICE. Counsel hereby represents and warrants that he/she has and will continue to maintain all licenses and approvals required to conduct his/her business, and that he/she will at all times conduct his/her business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

SECTION 18. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

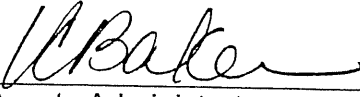
SECTION 19. NON-WAIVER. No waiver by County or Counsel of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to County or Counsel upon any breach under this Agreement shall impair such right to remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by County or Counsel of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.



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

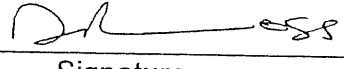
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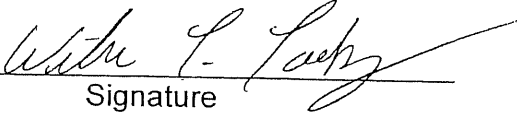
PALM BEACH COUNTY, FLORIDA

  
County Administrator or Designee

WITNESS:

Special Magistrate:

By:   
Signature

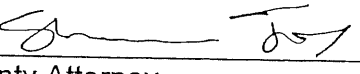
  
Signature

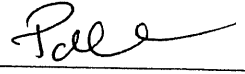
DORETTE ROSS  
Type or print name

WILLIAM T. TOOTHEY  
Type or Print Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO  
TERMS AND CONDITIONS:

By:   
County Attorney

By:   
Executive Director, Planning, Zoning, and Building

RESOLUTION NO. R-2015-1713

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ADOPTING A STANDARD FORM AGREEMENT FOR SPECIAL MAGISTRATE SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 162, Florida Statutes, Article 10 of the Unified Land Development Code and various other Palm Beach County codes and ordinances provide for the resolution of violations and disputes by a practicing lawyer acting as a special master, special magistrate or hearing officer ("Special Magistrate"); and

**WHEREAS**, to serve as a Special Magistrate, individuals must be a graduate of a law school accredited by the American Bar Association; demonstrate knowledge of administrative laws, land use law, and local government regulation and procedures; and be a current member, in good standing, of the Florida Bar Association; and

**WHEREAS**, the standard form Agreement for Special Magistrate Services has not been updated in some time, and it is necessary to revise the standard form; and

**WHEREAS**, the delegation to the County Administrator or his/her designee has the authority to execute the standard form Agreement for Special Magistrate Services will eliminate delays caused by requiring such items to be brought to the Board of County Commissioners for approval and will, therefore, be consistent with the goal of the Board of County Commissioners to streamline the agenda process.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

1. The foregoing recitals are true and correct and are incorporated herein.
2. The standard form Agreement for Special Magistrate Services attached hereto as Exhibit "A" is hereby approved and replaces that standard form Agreement approved on November 21, 2006.
3. The Board of County Commissioners hereby authorizes the County administrator or his/her designee to execute the standard form Agreement for Special Magistrate Services attached as Exhibit "A" and to sign all future time extensions, task assignments, certifications, and other forms associated with the

standard form Agreement for Special Magistrate Services and necessary minor amendments that do not substantially change the scope of work or terms and conditions of the standard form Agreement for Special Magistrate Services as approved by the Board.

4. For the purpose of this Resolution, the Executive Director of the Department of Planning, Zoning and Building shall be considered to be the designee of the County Administrator.

5. If any section, sentence, clause, phrase or word of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the remaining portions of this Resolution.

6. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner Taylor, who moved its adoption. The motion was seconded by Commissioner Vana, and upon being put to a vote, the vote was as follows:

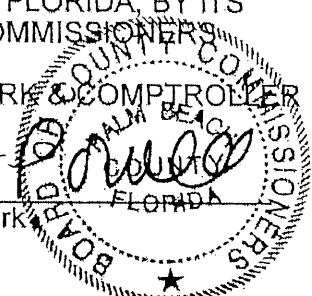
Commissioner Mary Lou Berger, Mayor	-	Aye
Commissioner, Hal R. Valeche, Vice Mayor	-	Aye
Commissioner Shelley Vana	-	Aye
Commissioner Paulette Burdick	-	Aye
Commissioner Steven L. Abrams	-	Aye
Commissioner Melissa McKinlay	-	Aye
Commissioner Priscilla A. Taylor	-	Aye

The Chair thereupon declared the Resolution duly passed and adopted this 1st day of December, 2015.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK & COMPTROLLER

By: Nancy  
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney