

**Charlotte County Board Of County Commissioners  
Agenda Item Summary**

**Item Number: E- 1**

**1 DEPARTMENT MAKING REQUEST**

County Attorney

**2 MEETING DATE**

5/27/2014 9:00:00 AM

**3 REQUESTED MOTION/ACTION**

Approve agreement with Glenn N. Siegel, P.A. to provide legal services as Special Magistrate for Code Enforcement hearing proceedings at an hourly rate of \$100.00.

**4 AGENDA**

Consent

**5 IS THIS ITEM BUDGETED ( IF APPLICABLE ) - Yes**

**Budget Action**

No action needed. Funding from the General Fund - Code Compliance approved in the FY14 Budget Process.

**Financial Impact Summary Statement**

Funding for this expenditure comes from the General Fund - Code Compliance - Legal Services.

**Detailed Analysis Attached -**

**Budget Officer-**

**6 BACKGROUND ( Why is this Action Necessary, and What Action will be accomplished )**

During the regular meeting of April 22, 2014, the Board of County Commissioners approved Resolution 2014-110 providing for a Special Magistrate for the Code Enforcement process and sunsetting the Code Enforcement Board under the provisions of Chapter 1-2 of the Charlotte County Code.

**ATTACHMENTS:**

Name:

Description:

Type:

[AGR\\_GlennSiegel\\_CodeEnfSpecMagistrate.pdf](#) Agreement Code Enforcement Special Magistrate

Exhibit

**CONTRACT NO. 2014 -**

**AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Charlotte County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter referred to as the "County"), 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, and **Glenn N. Siegel, P.A.** (hereinafter referred to as "Attorney"), 17825 Murdock Circle, Suite A, Port Charlotte, Florida 33948.

**RECITALS**

WHEREAS, the County, pursuant to Chapters 125 and 162 Florida Statutes, and Resolution 2014-110, has established a **Special Magistrate** with the authority to impose administrative fines and other noncriminal penalties in order to provide an equitable, expeditious, effective and inexpensive method of enforcing its codes and ordinances; and

WHEREAS, Article IV of Chapter 1-2 of the Code of Laws and Ordinances of Charlotte County, provides a Special Magistrate jurisdiction to hear and decide cases involving alleged violations of any provisions of the County Code and ordinances or conditions of development orders, etc.; and

WHEREAS, Attorney is qualified to provide services as Special Magistrate of Code Enforcement related matters by virtue of his experience and knowledge of the applicable statutes and codes, and his experience as an attorney duly licensed to practice law in the State of Florida and County of Charlotte; and

WHEREAS, the County and Attorney desire to enter into an agreement whereby Attorney will provide legal services as Special Magistrate of County's Code Enforcement related matters; and

WHEREAS, the County finds that the utilization of the Special Magistrate to hear and decide code enforcement matters is in the public interest.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Scope of Work. Attorney shall hear and decide cases brought forward by County Code Inspectors involving alleged violations of county codes and ordinances and conditions of development orders as more fully described in County Code Section 1-2-101. In further facilitation of the process and to avoid the appearance of impropriety, the Special Magistrate shall not allow, permit, or maintain ex parte communications with those individuals, their respective agents, employees, officers, independent contractors, servants, and representatives concerning, relating to, or in any way arising from, or regarding the merits, applicability, or satisfaction of Charlotte County's Code of Laws and Ordinances by those who have received Notices of Violation or Charlotte County Staff and code inspectors who shall prosecute or review such cases for enforcement.

2. Consideration. Attorney shall be compensated for services rendered pursuant to paragraph 10.

3. Duration of Agreement. This Agreement shall automatically renew from year to year upon approval of the County Attorney unless terminated earlier pursuant to paragraph 11.

4. Management of Agreement. Attorney shall be immediately responsible to the County Attorney in the performance of this Agreement. Attorney shall not employ any expert witness, administrative assistant, co-counsel, professional consultant, or any other

person or entity to assist, aid, support, or consult in the execution of his duties pursuant to Article IV, without prior approval of the County Attorney.

5. Independent Contractor Relationship. Attorney is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. As such, County is not legally or financially responsible for the acts, omissions, errors, discrepancies or violations of federal, state, or local laws or ordinances, which are determined by the County Attorney to be inconsistent with, and fail to satisfy the requirements which are set forth pursuant to Article IV. If the Attorney is determined, by the County Attorney, to be under criminal investigation for a violation of federal, state, or local law, County reserves the right to terminate this Agreement without notice to Attorney.

6. Liability Insurance. Attorney shall submit to the County Attorney proof of professional liability insurance in the minimum of \$100,000. Such liability insurance must be maintained throughout the effective dates of this Agreement and shall not be terminated, cancelled, suspended, revoked or allowed to lapse, without first obtaining substitute liability insurance coverage, which must be equal in liability coverage as previously permitted by County, within 10 calendar days. Attorney shall notify County within 5 calendar days, under any circumstances whatsoever, in the event such liability insurance is terminated, cancelled, suspended, revoked or allowed to lapse.

7. Workers Compensation. Attorney shall comply with all applicable Florida Laws regarding Workers Compensation, Chapter 440, Florida Statutes.

8. Billings. Billings shall be submitted monthly and shall be approved and signed by the County officer named below before payment by the County:

Janette S. Knowlton, County Attorney  
18500 Murdock Circle  
Port Charlotte, FL 33948-1094

9. Itemization. Billings shall be completely itemized as to date, time incurred and detailed description of services rendered. Out-of-pocket expenses will be billed in addition to hourly rates. These may include but are not limited to long distance telephone calls, photocopying, and express mail.

10. Fees. The basic hourly rate for all of the legal services provided by Attorney shall be \$100.00 per hour. Attorney will receive an hourly wage only, and shall not be entitled to any health benefits, retirement, or any other benefits normally provided to Charlotte County employees. Attorney is responsible for all reporting of income earned to the Internal Revenue Service, and other governmental agencies, if necessary.

11. Termination. This Agreement may be terminated by either party upon 30 days written notice. Upon such termination, Attorney will be entitled to compensation for services rendered and costs incurred through the effective date of termination. Charlotte County shall consider its notice of termination to Attorney satisfied upon mailing or telefacsimile to the business address or telefacsimile number identified upon the last itemized billing received from Attorney.

12. Full Execution. This Agreement shall first be executed by Attorney and shall be deemed fully executed upon signing by the Chair of the Board of County Commissioners.

13. Law. This Agreement shall be governed and construed in accordance with Florida law. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if crafted jointly by each of the Parties hereto and no

presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of the Agreement. The Parties jointly conclude that should this Agreement be challenged by any of the Parties, that venue for bringing such challenges shall take place in Charlotte County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By \_\_\_\_\_  
Ken Doherty, Chairman


Date \_\_\_\_\_

ATTEST:  
Barbara T. Scott, Clerk of Circuit  
Court and Ex-officio Clerk to the  
Board of County Commissioners

By \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Janette S. Knowlton, County Attorney

Glenn N. Siegel, P.A.  
  
\_\_\_\_\_  
By: Glenn N. Siegel