

CODE ENFORCEMENT SPECIAL MAGISTRATE AGREEMENT
BETWEEN
Columbia County
AND
E. Vernon Douglas, Esquire

THIS AGREEMENT made between the **COLUMBIA COUNTY**, a **political subdivision of State of Florida** (hereinafter referred to as “County”), and **E. Vernon Douglas** (hereinafter referred to as “Special Magistrate”).

WHEREAS, Columbia County Ordinance 2015-15, requires the County to appoint a Special Magistrate with the authority to conduct hearings to determine whether a violation of any code or an ordinance of Columbia County within the special magistrates’ jurisdiction has occurred and upon finding that a violation has occurred, impose fines, costs, and liens against the violator; and

WHEREAS, Columbia County Ordinance 2015-15 requires the Special Magistrate appointed to be an attorney who is in good standing with the Florida Bar; and

WHEREAS, Columbia County Ordinance 2015-15 requires the Special Magistrate appointed to possess experience and interest in the subject; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County and Special Magistrate agree as follow:

1. Special Magistrate warrants that he is an attorney who is in good standing with the Florida Bar Association.

2. Special Magistrate will perform the duties assigned to him as defined in Columbia County Ordinance 2015-15 and other applicable ordinances.

3. The County shall compensate Special Magistrate at the rate of Two Thousand Dollars \$2,000 per day of hearings. A day of hearings shall mean a day set by the County to hear code enforcement violations in which an agenda is followed and noticed to the public. Any task completed outside of the hearing that is germane to that day of hearings including without limitations the drafting and signing of orders shall be considered part of the day of hearings and shall not be separately compensated. The County shall compensate Special Magistrate at the hourly rate for an emergency hearing requested by the County.

The County shall pay Special Magistrate the rate of Two Hundred Seventy-Five Dollars (\$275) per hour for his or her services, not related to code enforcement hearings. Travel time, expenses, and costs of performing the services shall not be reported and are not reimbursable.

4. The term of this Agreement shall be from January 1, 2016 through December 31, 2018. This agreement may be extended by mutual agreement of both parties.

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

6. The County or Special Magistrate may terminate this Agreement without cause upon 30days written notice to the other party.

7. This Agreement shall be construed in accordance with the laws of the State of Florida and venue shall lie in Columbia County, Florida or in the Federal Middle District of Florida, Jacksonville Division, as appropriate. 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.

8. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the County 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.

9. 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.

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

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

By: _____
Russell S. DePratter, Chairman

Date: _____

ATTEST:

By: _____
Clerk

Approved as to form and legal sufficiency

By: _____
County Attorney's Office

SPECIAL MAGISTRATE

By: _____
E. Vernon Douglas

Date: _____