

SPECIAL MAGISTRATE SERVICES AGREEMENT

THIS AGREEMENT is made on the ____ day of _____, 2026, by and between the CITY OF CLEARWATER, FLORIDA, P.O. Box 4748, Clearwater, Florida 33758-4748 (the "City") and NANCY B. MAG, ESQ., 304 Old Mill Pond Rd., Palm Harbor, FL 34683 ("Attorney").

WITNESSETH:

WHEREAS, the City wishes to retain Attorney to provide Special Magistrate Services to the City of Clearwater for the purpose of conducting hearings pursuant to § 162.07, Florida Statutes and Sects. 7-102 and 7-103(H)(2), Clearwater Community Development Code.

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

SECTION 1. AUTHORIZATION TO PROCEED AS SPECIAL MAGISTRATE. Attorney is hereby authorized to provide Special Magistrate services as described in and for the professional fees described in this Agreement.

SECTION 2. SCOPE OF SERVICES. Attorney accepts designation by the CITY as the "special magistrate" ("Special Magistrate") for the purpose of conducting hearings pursuant to § 162.07, Florida Statutes and Sects. 7-102 and 7-103(H)(2), Clearwater Community Development Code.

- (1) All hearings conducted by Special Magistrate shall be held in the Clearwater City Council chambers, located on the 1st floor of the Clearwater Main Library, 100 N. Osceola Avenue, Clearwater, FL 33755, or at such other location designated by the City.
- (2) The hearings shall be held monthly on the second Wednesday of each month at 1:30 p.m. unless the hearings are rescheduled upon the mutual agreement of the parties.
- (3) The City Clerk shall be the clerk for the Special Magistrate and shall be responsible for scheduling all hearings, sending all notices, attending all hearings, and for all of the costs associated with completing the clerk's duties.
- (4) At the hearing, the Special Magistrate shall take testimony from a code enforcement officer employed by the CITY and from the person requesting the hearing (hereinafter "petitioner") and may take testimony from others. All testimony at the hearing will be under oath and will be recorded at the CITY'S expense. Formal rules of evidence do not apply, but the Special

Magistrate shall ensure that due process is observed and governs the proceedings.

- (5) At the conclusion of the hearing, the Special Magistrate shall determine whether a violation under the CITY'S code has occurred; in which case, the Special Magistrate shall uphold or dismiss the violation. If the Special Magistrate upholds the violation, the Special Magistrate shall require the petitioner to pay the penalty assessed by the CITY and may also require the petitioner to pay CITY costs. The Special Magistrate may also exercise any powers authorized under Part I, Chapter 162, Florida Statutes and Sections 5-406, 7-102, and 7-103, Clearwater Community Development Code. The CITY Clerk will prepare the final administrative order for the Special Magistrate containing the Special Magistrate's determinations. The Special Magistrate will sign the final administrative order within 48 hours from the date of the hearing.

SECTION 3. TERM. This Agreement will be effective May 7, 2026 and will continue until terminated in accordance with Section 9 herein.

SECTION 4. PROFESSIONAL FEES FOR SERVICES. The City and Attorney agree to a flat rate retainer of \$650.00 per session. The City and Attorney agree to an hourly rate of \$300.00 for any legal work required beyond the hearing session.

SECTION 5. CONFLICT OF INTEREST. It is understood by the City and Attorney that Attorney is not aware of any clients of the Attorney that currently present any conflict between the interests of the City and other clients of Attorney. If any potential conflict of interest arises during the time Attorney is acting as the Special Magistrate, Attorney will promptly inform the City. The City is under no obligation to agree to permit the conflict representation.

SECTION 6. INDEPENDENT CONTRACTOR. Attorney agrees that Attorney and any persons employed by Attorney for purposes related to this agreement are not employees of the City for any purpose whatsoever, including unemployment tax, social security contributions, income tax withholding or workers compensation, whether state or federal. Attorney agrees to pay and be solely responsible for all applicable taxes, both state and federal, in connection with this agreement.

SECTION 7. DUAL OFFICE-HOLDING PROHIBITED. It is understood by the City and Attorney that Attorney may not act as a Special Magistrate for any other municipality or county while this agreement is in effect.

SECTION 8. CONSTRUCTION AND AMENDMENTS. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be amended only by a writing duly entered into by the City and the Special Magistrate.

SECTION 9. CANCELLATION OF AGREEMENT. The City may cancel or terminate

this Agreement upon ten days advance written notice to the Special Magistrate. In the event of cancellation, the Special Magistrate shall immediately cease work hereunder and shall be reimbursed for eligible and documented reimbursable expenses incurred prior to the date of cancellation. The Special Magistrate may cancel this Agreement by giving 30 days written notice to the city.

IN WITNESS WHEREOF, the City and Attorney have executed this Agreement as of the date first written above.

THE CITY OF CLEARWATER

By: _____
Bruce Rector
Mayor

Approved as to form:

Attest:

Jerrod Simpson
Senior Assistant City Attorney

Rosemarie Call
City Clerk

Attest:

NANCY MAG, ESQ.

