

ESCAMBIA COUNTY FLORIDA
REQUEST FOR LETTERS OF INTEREST

SPECIAL MAGISTRATE

SPECIFICATION NUMBER PD 15-16.077

Letters of Interest Will Be Received Until: 3:00 p.m., CDT, Tuesday, July 26, 2016

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591
Attention: Claudia Simmons, Purchasing Manager

Board of County Commissioners

Grover C. Robinson, IV, Chairman
Doug Underhill, Vice Chairman
Lumon J. May
Wilson B. Robertson
Steven L. Barry

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:

Claudia Simmons,
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4987
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Escambia County Florida
REQUEST FOR LETTERS OF INTEREST
Proposer's Checklist
SPECIAL MAGISTRATE
SPECIFICATION PD 15-16.077

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

* *Documents submitted with Proposals are to be on the forms provided in the Request for Letters of Interest and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION AND OFFER FORM (1 ORIGINAL AND 3 COPIES)
- LETTERS OF INTEREST(1 ORIGINAL AND 3 COPIES)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT <http://www.sunbiz.org/search.html>)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENTS

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "**REASON FOR NO PROPOSAL**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE PROPOSAL SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL ONLY.

**Special Magistrate
PD 15-16.077**

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SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA
SUBMIT OFFERS TO:

Claudia Simmons,
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4987 Fax No: (850) 595-4805

Request for Letters of Interest
Special Magistrate

SOLICITATION NUMBER: PD 15-16.077

SOLICITATION

MAILING DATE: Tuesday, July 5, 2016

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, Tuesday, July 26, 2016 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

****Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

VENDOR NAME: _____

REASON FOR NO OFFER:

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ N/A

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

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SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 19_____

Personally known _____
OR produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

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Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Proposer's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County legal department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:**

Yes or No

Certificate of Authority Document No.:

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary:

Vice President: _____ Treasurer:

Director: _____ Director:

Other: _____ Other:

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box:

City, State Zip:

Street Address:

City, State, Zip:

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete next page)

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Page 2 of 2
Corporate Identification

Federal Identification Number:

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company:

Telephone Number: _____ Facsimile Number:

Name of individual who will sign the instrument on behalf of the company:

Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with executed contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date:

INFORMATION PACKAGE

Request for Letters of Interest for
Special Magistrate for Escambia County

Contract Effective: October 1, 2016 through February 1, 2018

I. Background

That the Board of County Commissioners of Escambia County, Florida is requesting Letters of Interest from qualified individuals to fill the position of Special Magistrate to conduct hearings in accordance with Part I of the Escambia County Code of Ordinances, Chapter 30, Article 2, Sections 30-31 through 30-348 and to conduct hearings in accordance with Chapter 10, Article I, Section 10-14. Copies of which are attached hereto and incorporated by reference.

II. General Information

Escambia County is a political subdivision of the State of Florida. It is governed by an independently elected five member Board of County Commissioners. The Board is elected by single member district vote for staggered terms. In addition, the County has five constitutional officers, each elected by County-wide vote. The five constitutional officers of the County are: the Property Appraiser, Sheriff, Supervisor of Elections, Clerk of the Courts and Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board and County Administrator.

III. Scope of Services

The Special Magistrate will conduct hearings relating to applications for code enforcement which are quasi-judicial in nature in accordance with Part I of the Escambia County Code of Ordinances, Chapter 30, Article II, Sections 30 through 30-38 (Attached) and hearings relating to dangerous dog determinations in accordance with Chapter 10, Article I, Section 10-14.

IV. Inquiries

Questions not answered in the Request for Letters of Interest may be directed in writing to:

Claudia Simmons, Manager

claudia_simmons@co.escambia.fl.us

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V. Conflict of Interest

Any prospective Special Magistrate must make an affirmative statement to the effect that, if selected, his/her retention shall not result in an actual or potential conflict of interest with any party who may be affected by the award of this contract. Should any potential or existing conflict be known by a prospective Special Magistrate, said prospective Special Magistrate must specify the party with whom the conflict exists or might arise, the nature of the conflict and whether the prospective Special Magistrate would or would not step aside or resign from that engagement or representation creating the conflict in favor of the County.

Further, a review of the prospective Special Magistrate's potential conflict of interest will be considered and will be an important factor considered by the County in the selection of the Special Magistrate. The Special Magistrate shall further agree that he/she shall not act as counsel to any third party or as an expert witness in any lawsuit in which the County is named as an adverse party. Any person currently under contract with the County as a Special Mediation Magistrate shall not be eligible to serve as a Special Magistrate as described herein.

VI. Statement and Documentation

Proof of certifications

Certificate(s) of insurance

Escambia County Risk Management insurance requirements deemed necessary for this service is included. It is not necessary to have this level of insurance in effect at the time of submission, but certificates indicating that the insurance is currently carried, or acknowledgment from the carrier indicating upgrade availability will speed the review process.

VII. Submittal Format and General Selection Criteria

Four Copies of each Letter of Interest must be submitted in one sealed package clearly marked "Letters of Interest for Special Magistrate". Each letter shall include the information set out below:

A. Name:
Name of Business:
Address:
City, State, Zip Code

Business Number:
Fax Number:
E-Mail Address:

B. BACKGROUND

Primary Profession:

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Secondary Profession:

Formal Education:

Licensure:

Current Certification(s):

- C. SUMMARY OF EXPERIENCE - include experience in code enforcement and the conduct of quasi-judicial hearings.
- D. FEE STRUCTURE - hourly rate/fixed fee (state proposed fee) and fees for a paralegal. Fees negotiable?
- E. REFERENCES - include the names, addresses and telephone numbers of at least two (2) persons who have personal knowledge of your abilities as they relate to these matters herein.
- F. SUPPLEMENTAL INFORMATION - state whether you have been a party in any litigation or administrative proceeding during the past three years wherein a court or any administrative agency, including the Florida Bar, has ruled against you in any matter related to your professional activities.

VIII. Selection Criteria

The selection process will be initiated through the County's Selection Committee. This Committee will be comprised of the Director of Solid Waste Management or his designee, the County Administrator or his designee, the County Attorney or his designee, Director of Planning and Zoning or his designee and the Purchasing Manager or his designee.

A. The Committee will:

- 1. Prepare an alphabetical list of those persons determined to be interested, available and qualified, and conduct interviews with the top ranking persons.
- 2. Designate up to five (5) persons from the list as being best qualified.

B. This selection as best qualified will be based on the following considerations which are not necessarily listed in terms of the weight to be accorded each one:

- 1. Responsiveness of the proposal clearly stating an understanding of the work to be performed for the County.
- 2. Competence (including education, training and experience) in the conduct of quasi-judicial hearings as well as code enforcement matters. Must have no less than five years practice experience, which shall include courtroom and administrative hearing experience.

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- 3. Nature of previous experience involving local governments in code enforcement matters.
- 4. Quotation of rates, fees or charges and other detailed cost-proposal or cost breakdown information. The fees and expenses quoted by each person, although a significant factor, may not be the dominant factor. Fees and expenses will be a particularly important factor when all other evaluation criteria are relatively equal.
- 5. A special master shall be a member of the Florida Bar in good standing.

C. The Selection Committee will forward to the Board of County Commissioners; for approval, its recommendation for contract award as to the three (3) best qualified candidate(s) for the varied requirements. The contract will not be binding on the County until approval by the Board of County Commissioners.

IX. SCHEDULE

The following schedule may be adhered to in so far as practical in all actions related to this procurement and is subject to change.

Mailing date of proposals	Tuesday, July 5, 2016
Letters of Interest due date	3:00 p.m. CDT, Tuesday, July 26, 2016
Short-Listing Meeting	Wednesday, August 3, 2016
Negotiation Meeting	TBD
Board of County Commissioners approval	Thursday, September, 2016

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **Thursday, August 25, 2016**.

X. Oral Presentation

Formal oral presentation by each person responding to this request is not expected to be necessary. However, if there is an indicated need to seek clarification of any information contained in a response, or if the Selection Committee or Board of County Commissioners wishes additional information on

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any matter, one or more persons may be requested to submit clarifying information in writing.

XI. Rejection of Proposals and Waiver of Information

The Board of County Commissioners reserves the right to reject any or all proposals and to waive any or all information requested or required under this Request for Letters of Interest.

XII. Terms and Termination

The term of this contract shall be from October 1, 2016 through February 1, 2018. This contract may be terminated by either party with or without cause or upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the **Special Magistrate** shall be paid compensation for services performed to termination date.

XIII. Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers with an A. M. Best Company Rating of at least A-VII, for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractors work, such of the insurance coverage's described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

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These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractors' interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations that arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

Professional Liability Coverage

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The other party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Claudia Simmons, Purchasing Manager
Office of Purchasing, Room 11.101
213 Palafox Place, 2nd Floor
Pensacola, FL 32591-1591
Fax (850) 595-4805

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5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the work performed by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Exhibit "A"

SAMPLE
AGREEMENT
Between
ESCAMBIA COUNTY
And
XXXXXXXXX, Esquire
Serving as a Code Enforcement
Special Magistrate

This is an agreement between: **Escambia County**, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "**County**," through its Board of County Commissioners,

AND

XXXXXXXXXX, Esquire, hereinafter referred to as "**Special Magistrate**."

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **County** and **Special Magistrate** agree as follows:

ARTICLE 1

1.1 **Administrator**

Whenever the term **Administrator** is used herein, it is intended to mean the County Administrator of the Escambia County Government, his deputy, or his designee. The **Administrator** is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the **Administrator** or his **Designee**.

1.2 **Board of County Commissioners**

The Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

Exhibit "A"

1.3 **County**

Escambia County, a body corporate and politic and a political subdivision of the State of Florida.

1.4 **Special Magistrate**

The **Special Magistrate** will function in a quasi-judicial capacity and shall be subject to the same duties, rights and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted. XXXXXXXX, Esquire is the person selected to perform the services pursuant to this Agreement. XXXXXXXX is a member of the Florida Bar, in good standing and has no less than five (5) years practice experience, which includes courtroom and administrative hearing experience.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 On June 6, 1995, **County** enacted Ordinance No. 95-9, "The Escambia County Code Enforcement System" which has been codified and may be cited as Chapter 30 of the Escambia County Code.

2.2 Article II, Sections 30-31 and through 30-32 of the Escambia County Code of Ordinances applies to and provides for the Code Enforcement Special Magistrate(s).

2.3 XXXXXXXX has been duly appointed by the Board of County Commissioners to serve as a Code Enforcement Special Magistrate.

Exhibit "A"

ARTICLE 3

SCOPE OF SERVICES

3.1 The **Special Magistrate** hereby agrees:

- A. To perform the functions indicated by and specifically set forth in Article II of Chapter 30 of the Code of Ordinances of Escambia County, Florida which includes holding hearings and assessing fines against violators of County codes and ordinances, generally, as provided below:
 - 1. Issuing subpoenas to alleged violators and witnesses to appear at hearings and using the subpoena power to procure evidence for the hearings.
 - 2. Taking testimony under oath or affirmation.
 - 3. Issuing orders having the force of law to command whatever steps are necessary to bring a violation into compliance.
 - 4. The **Special Magistrate** will adopt rules for conduct at the hearing in accordance with all County ordinances, resolutions and applicable case law relating to the conduct of quasi-judicial hearings and thereafter conduct the hearings in conformance with those rules.
- B. To schedule and attend regular and, as needed, special meetings.
- C. To oversee and confirm that adequate public notice of meetings is given.
- D. To oversee and assure that adequate notice is given to alleged violators.
- E. To oversee and assure that minutes of each meeting are kept.
- F. To oversee and assure that a record of each hearing is made and kept.
- G. To notify the Board of County Commissioners when a violation or the condition causing the violation presents a serious threat or that the violation is irreparable or irreversible in nature.
- H. To hear all cases scheduled for a regular or special hearing date and at the conclusion of each hearing, to prepare and thereafter issue a written

Exhibit "A"

order which shall include findings of fact based on evidence of record and conclusions of law and ordering the proper relief.

- I. To require an order to be recorded in the public records of the County where appropriate.
 - II. To issue orders acknowledging compliance with previous orders.
 - III. To issue orders imposing fines.
- 3.2. **County** hereby agrees to cooperate expeditiously and provide necessary administrative staff and financial support as to all matters referenced in Sections 3.1 above.
- 3.3. **Special Magistrate** agrees to serve as hearing officer upon request by County for vested rights determinations as provided in the Escambia County Land Development Code, under the same terms and conditions as set forth herein.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

- 4.1 **County** shall pay **Special Magistrate** a fee of XXXXXXXX Dollars (\$XXXX.00) per hour and in addition the Code Enforcement Special Magistrate may bill at the rate of XXXXXX Dollars (\$XXXX.00) per hour for a paralegal. This fee includes all costs and expenses.
- 4.2 **County** agrees that it will make its best efforts to pay **Special Magistrate** within thirty (30) calendar days of receipt and approval (as to form) of **Special Magistrate's** invoice.
- 4.3 Invoices shall reflect the time, place, date, duration and parties as to each hearing and shall reflect the number of hours expended for each such hearing.
- 4.4 Payment will be made to **Special Magistrate** at:

XXXXXXXX, Esquire
address
Pensacola, FL 325XX

Exhibit "A"

ARTICLE 5

CHANGES IN SCOPE OF WORK

- 5.1 **County or Special Magistrate** may request changes that would increase, decrease, or otherwise modify the scope of the services to be provided under this Agreement. Such changes and method of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any extra work. Such changes when properly executed shall become an
- 5.2 Amendment to this Agreement.

ARTICLE 6

MISCELLANEOUS

6.1 **Term and Termination**

The term of this Agreement shall commence on October 1, 2016 and shall continue until February 1, 2018. This Agreement may be terminated by either party with or without cause or upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the **Special Magistrate** shall be paid compensation for services performed to termination date.

6.2 **Assignment**

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by **Special Magistrate**, without the proper written consent of **County**. However, the Agreement shall run to the Escambia County Government and its successors.

6.3 **All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement

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that are not contained in this document. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.4 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States Mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to-wit:

FOR ESCAMBIA COUNTY:

County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

FOR SPECIAL MAGISTRATE:

XXXXXXXXXX, Esquire
address
Pensacola, Florida 325XX

6.5 CONFLICT OF INTEREST

Special Magistrate must affirm that his/her retention shall not result in an actual or potential conflict of interest with any party who may be affected by the award of this contract. Should any potential or existing conflict be known by the Special Magistrate, said Special Magistrate must specify the party with whom the conflict exists or might arise, the nature of the conflict and whether the Special Magistrate would or would not step aside or resign from that engagement or representation creating the conflict. Special Magistrate shall not act as counsel to any third party or as an expert witness in any lawsuit in which the County is named as an adverse party.

Exhibit "A"

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 200__ and XXXXXXXX, Esquire.

COMMISSIONERS

COUNTY
ESCAMBIA COUNTY, through its
BOARD OF COUNTY

By: _____
Wilson Robertson, Chairman
_____ day of _____, 200__

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: _____
Deputy Clerk

SPECIAL MAGISTRATE

By: _____
XXXXXXXXXX, Esquire
_____ day of _____, 200__

Witness

Witness

THIS DOCUMENT PREPARED BY:
Office of the County Attorney
For Escambia County, Florida
Alison Perdue Rogers, County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502
Telephone - (850) 595-4970

By: _____
Alison Perdue Rogers, County Attorney

Exhibit "B"

Escambia County, Florida, Code of Ordinances >> PART I - CODE OF ORDINANCES >> Chapter 30 - CODE ENFORCEMENT >> ARTICLE II. - SPECIAL MASTERS >>

ARTICLE II. - SPECIAL MASTERS

Sec. 30-31. - Office of code enforcement special master.

Sec. 30-32. - Authority and qualifications.

Sec. 30-33. - Initial enforcement procedures.

Sec. 30-34. - Conduct of hearing.

Sec. 30-35. - Fines.

Sec. 30-36. - Appeals.

Sec. 30-37. - Liens.

Sec. 30-38. - Notices.

Secs. 30-39—30-60. - Reserved.

Sec. 30-31. - Office of code enforcement special master.

In order to promote, protect and improve the health, safety, and welfare of the citizens of the county, the board of county commissioners hereby creates the office of code enforcement special master who shall have the authority to hold hearings and impose administrative fines and other noncriminal penalties and otherwise provide an equitable, expeditious, effective, and cost-effective method of enforcing the codes and ordinances in effect in the county where code violations exists. The authority to establish code enforcement through the office of special master has been authorized by F.S. § 162.03, specifically, and F.S. ch. 162, pt. I, generally.

(Code 1985, § 1-8.5-6)

State law reference— Similar provisions, F.S. § 162.03.

Sec. 30-32. - Authority and qualifications.

(a)

The board of county commissioners shall designate one or more special masters who shall have the authority to hold hearings and assess fines against violators of county codes and ordinances. A designee of the county's neighborhood improvement division shall serve as ex officio clerk and records custodian to all special masters. Each special master shall have the authority to:

(1)

Subpoena alleged violators and witnesses to hearings through service by the sheriff of the county;

(2)

Subpoena evidence to hearings;

(3)

Take testimony under oath or affirmation;

(4)

Issue orders having the force of law to command whatever steps necessary to bring a violation into compliance; and

Exhibit "B"

(5)

Adopt rules for conduct at hearings.

However, no special master shall have the power to initiate enforcement proceedings.

(b)

A special master shall be a member of the Florida Bar in good standing, shall have no less than five years practice experience, which shall include courtroom and administrative hearing experience. Special masters shall be compensated for their services but shall not otherwise be employees of the county.

(Code 1985, § 1-8.5-7)

State law reference— Similar provisions, F.S. §§ 162.02, 162.08.

Sec. 30-33. - Initial enforcement procedures.

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes assigned for enforcement by the county administrator.

(b)

Except as otherwise provided in this section, if a violation of the code is found, the code inspector shall give written notice notifying the violator of the specific code provision being violated, the action necessary to correct the violation and set forth a reasonable time within which to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall provide written notification to the ex officio clerk to the special master and request a hearing. The neighborhood improvement division shall schedule a hearing at a time and a place accessible to the public and advertise the hearing in a newspaper of general circulation in the county. A written notice of such hearing shall be hand delivered or mailed to the violator as provided in F.S. § 162.12. If the violator and the record owner are not the same person, all notices required under this chapter shall also be delivered or mailed as provided in this chapter to the record owner. At the option of the special master, notice may additionally be served by publication or posting as provided by F.S. § 162.12. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to a special master even if the violation has been corrected prior to the hearing, and the notice shall so state. In addition, each notice of hearing shall include language providing that if a person decides to appeal any decision made by the special master with respect to any matter considered at such hearing, such person will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(c)

If a repeat violation is found, the code inspector shall provide written notification to the violator setting forth each code provision which has been violated and the action required to correct the violation but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall notify the clerk to the special master and request a hearing. The clerk to the special master shall schedule a hearing and shall provide notice pursuant to F.S. § 162.12. The case may be presented to the special master even if the repeat violation has been corrected prior to the hearing, and the notice shall so state. If the repeat violation has been corrected, the special master retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his rights to this hearing and pay such costs as determined by the special master.

(d)

If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is

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irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the clerk to the special master and request a hearing.

(e)

If, after a hearing, the special master determines that a violation or the condition causing the violation presents a serious threat or that the violation is irreparable or irreversible in nature, the special master shall notify the board of county commissioners, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable costs of the repairs along with any fine imposed pursuant to this article. Making such repairs does not create a continuing obligation on the part of the county to make further repairs or to maintain the property in any manner and does not create any liability against the county for any damages to the property if such repairs were completed in good faith.

(f)

If the owner of property, which is subject to an enforcement proceeding before the special master, or a court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

(1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

(2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

(3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.

A failure to make the disclosures described in subsections (1), (2), and (3) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable time to correct the violation before the hearing is held.

(Code 1985, § 1-8.5-8; Ord. No. 99-53, § 2, 11-4-99)

State law reference— Similar provisions, F.S. § 162.06.

Sec. 30-34. - Conduct of hearing.

(a)

Upon request of the code inspector, or as otherwise required by this article, the clerk to the special master shall schedule a hearing before the special master. Minutes shall be kept of all hearings by a special master, and all hearings and proceedings shall be open to the public. The board of county commissioners shall provide clerical and administrative personnel as may be reasonably required for each special master for the proper performance of such duties.

(b)

Each case before a special master shall be presented on behalf of the county by a staff member designated by the county administrator. Both the county, through the office of the

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county attorney, and the violator shall have the right to be represented by counsel at the hearing. In a case before the special master, if the county prevails it shall be entitled to recover all reasonable costs incurred in prosecuting the case and such costs shall be included in the lien authorized pursuant to section 30-47 herein.

(c)

A special master shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath or affirmation and shall be recorded. A special master shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(d)

At the conclusion of the hearing, the special master shall issue findings of fact based on evidence of record and conclusions of law, and shall issue an order awarding the proper relief consistent with powers granted by F.S. ch. 162. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in subsection 30-33(e), the cost of repairs may be included along with the fine if the order is not complied with by such date. A certified copy of the order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns that the violation concerns real property, and the findings therein shall be binding upon the violator and any subsequent purchasers, successors in interest or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the special master or successor shall issue an order acknowledging compliance which shall be recorded in the public records. A hearing shall not be required to issue such an order acknowledging compliance.

(Code 1985, § 1-8.5-9; Ord. No. 2004-4, § 1, 2-5-2004)

State law reference— Similar provisions, F.S. § 162.07.

Sec. 30-35. - Fines.

(a)

Notification. Upon notification by the code inspector that an order of the special master has not been complied with within the time allowed or, upon finding that a repeat violation has been committed, the special master may order the violator to pay a fine in the amount provided in this section for each day the violation continues past the date set by the special master for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector provided that each day of continuing violation shall be separately attested to by the code inspector. If a finding of a violation or a repeat violation has been made, a hearing shall not be necessary for issuance of the order imposing the fine.

(b)

Imposition of fines.

(1)

A fine for the violation of any duly enacted code or ordinance of the county, which is imposed pursuant to this section shall not exceed \$250.00 per day for the first violation and shall not exceed \$500.00 per day for a repeat violation and, in addition, may include all costs of repairs as provided by this article.

(2)

However, if the special master finds such violation, as set out in F.S. § 162.06(4), as amended, to be serious or irreversible in nature, he or she may order the violator to pay a fine not to exceed \$5,000.00 per violation.

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(3)

In determining the amount of the fine, if any, the special master shall consider the gravity of the violation, any actions taken by the violator to correct the violation, and any previous violations committed by the violator.

(4)

The board of county commissioners, by a vote of at least a majority plus one of the entire board, hereby grants the special master the authority to impose fines in excess of the limits set forth in subparagraph (b)(1). Such fines shall not exceed \$1,000.00 per day per violation for a first violation, \$5,000.00 per day per violation for a repeat violation, and up to \$15,000.00 per violation if such a special master finds the violation to be irreparable or irreversible in nature. In addition to such fines, a special master may impose additional fines to cover all costs incurred by the county in enforcing its codes and all costs of repairs pursuant to subsection (1). In imposing such fines, the special master shall take into account, but not be limited to, those factors set forth in this subsection, in determining the amount of such fines.

(5)

A special master may reduce or abate a fine imposed pursuant to this section upon proof of compliance and upon a showing of extenuating circumstances or severe hardship.

(c)

Certified copy of order. A certified copy of an order imposing a fine, or a fine plus repair costs shall be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator/owner and shall be enforceable as provided in this article and F.S. § 162.09.

(Code 1985, § 1-8.5-10; Ord. No. 99-9, § 1, 2-18-1999; Ord. No. 99-53, § 3, 11-4-1999; Ord. No. 2004-4, § 2, 2-5-2004)

State law reference— Similar provisions, F.S. § 162.09.

Sec. 30-36. - Appeals.

An aggrieved party, including the county, may appeal a final administrative order of a special master to the circuit court. Such appeal shall not be de novo but shall be limited to review of the record created before the special master. An appeal shall be filed within 30 days of the execution of the order.

(Code 1985, § 1-8.5-11)

State law reference— Similar provisions, F.S. § 162.11.

Sec. 30-37. - Liens.

(a)

Upon petition to the circuit court, liens provided by this article shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, and as otherwise provided by F.S. § 162.09(3).

(b)

A fine imposed pursuant to this chapter shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this article, whichever occurs first.

(c)

A lien arising from a fine imposed pursuant to this section runs in favor of the county, and the county may execute a satisfaction or release of lien entered pursuant to this chapter.

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(d)

Ninety days from the filing of any such lien which remains unpaid, the board of county commissioners may authorize the county attorney or another licensed and qualified attorney or firm to bring an action to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus costs, attorney's fees and accrued interest, but actions for money judgments may be pursued only as to fines levied after October 1, 2000. However, no lien created pursuant to the provisions of this chapter may be foreclosed on real property which is a homestead under section 4, article X of the state constitution, and the money judgment provisions of this section shall not apply to real or personal property which is covered under section 4(a), article X of the state constitution.

(e)

In an action to foreclose on a lien, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the foreclosure. The county shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effective by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice unless a notice of lis pendens is recorded.

(f)

Effective June 1, 2010, any code enforcement lien shall be superior in dignity to all other taxes, liens, titles, encumbrances, and claims until paid, except as set forth in F.S. ch. 197, or if in conflict with state or federal law. The priority of code enforcement liens versus mortgages, liens and encumbrances in existence prior to June 1, 2010, shall be determined upon the date of recording of the lien.

(Code 1985, § 1-8.5-12; Ord. No. 99-53, § 4, 11-4-1999; Ord. No. 2004-4, § 3, 2-5-2004; Ord. No. 2010-13, § 2, 5-20-2010)

State law reference— Similar provisions, F.S. § 162.10.

Sec. 30-38. - Notices.

(a)

All notices required by this article shall be provided to the alleged violator and, where the violation is connected with a specific property, to the occupant of the property and to the record owner of the property, if not already otherwise notified, by certified mail, return receipt requested; by hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the board of county commissioners; or by leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice.

(b)

Such notices required hereunder shall be sent to the alleged violator by certified mail, return receipt requested; provided, however, if such notice is sent under this paragraph to the owner of the property in question at the address listed in the tax collector's office for tax notices, and at any other address provided to the local government by such owner and is returned as unclaimed or refused, notice may be provided by posting as described in [section 30-38\(c\)](#) and by first class mail directed to the addresses furnished to the local government with a properly executed proof of mailing or affidavit confirming the first class mailing. In the case of commercial premises, leaving the notice with the manager or other person in charge shall be sufficient.

(c)

In addition to providing notice as set forth in subsection (a) of this section, at the option of the special master, notice may also be served by publication or posting as provided in F.S. § 162.12(2).

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(Code 1985, § 1-8.5-13; Ord. No. 99-53, § 5, 11-4-99)

State law reference— Notices, F.S. § 162.12.

Secs. 30-39—30-60. - Reserved.

Sec. 10-14. - Dangerous or vicious animals.

(a)

The owner of any animal classified as a dangerous or vicious animal pursuant to this chapter, shall confine the animal in a secure or proper enclosure. The owner and/or any person who shall release, either willfully or through a failure to exercise due care or control, or take such animal out of such secure or proper enclosure in such a manner which is likely to cause injury to another person or damage to the property of another person shall be in violation of this chapter and punished as a civil infraction as provided for in [section 10-23](#)

(b)

An animal control authority shall investigate reported incidents involving any dog that may be dangerous or vicious and shall, if possible, interview the owner and require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous. Any dog that is the subject of a dangerous dog investigation shall be immediately impounded by the animal control authority and shall remain impounded pending the outcome of the investigation if deemed necessary to protect the public. Animal control officers are hereby authorized to confiscate dogs that are the subject of dangerous dog investigations, and the director is hereby authorized to institute appropriate proceedings in any court of competent jurisdiction if necessary to effectuate the seizure of the dog. The animal control officer shall issue the responsible party a written notice of the confiscation. The owner shall be responsible for payment of all boarding costs and fees incurred during the investigation.

(c)

A dog shall not be declared dangerous if the threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property, or while lawfully on the property was tormenting, abusing, or assaulting the dog or its owner or a family member. No dog may be declared dangerous if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

(d)

Within ten (10) business days of impoundment, the owner may file a petition with the director of animal control requesting custody of the animal during the investigation and the petition shall be granted or denied at the discretion of the director of animal control. Any animal that is the subject of a dangerous dog investigation, that is not impounded with the animal control authority shall be humanely and safely confined by the owner in a secure or proper enclosure pending the outcome of the investigation and resolution of any related proceedings. The address of where the animal is confined during the investigation shall be provided to the animal control authority. No animal that is the subject of an investigation may be relocated or ownership transferred pending the outcome of the investigation or any proceedings related thereto.

(e)

After the dangerous dog investigation is concluded, the animal control authority shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous and shall afford the owner an opportunity for a hearing prior to making a final determination. The animal control authority shall provide written notification of the sufficient cause finding to

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the owner by registered mail, certified hand delivery, or service provided in conformance with the provisions of F.S. ch. 48. relating to service of process.

(f)

Within seven calendar days from the date of receipt of the notification of the sufficient cause finding, the owner may file a written request with the animal control authority for a hearing with the county special magistrate and, if requested, the hearing shall be held no sooner than five but no more than 21 calendar days after receipt of the request from the owner. The hearing shall be conducted before the county special magistrate, who shall timely provide notice of hearing by registered mail, certified hand delivery or service provided in conformance with the provisions of F.S. ch. 48. relating to service of process. In hearings before the county special magistrate, formal rules of evidence shall not apply, but fundamental due process shall be observed and govern all proceedings. The special magistrate shall decide the issues based upon the preponderance of the evidence.

(g)

If the owner cannot appear at any hearing scheduled by the county special magistrate, the owner shall contact the animal control authority no later than 24 hours prior to the hearing, requesting a continuance to the next available hearing date. If the owner fails to appear at the rescheduled classification hearing, the owner shall be deemed to have waived his or her right to appear at the hearing. In such case, the special magistrate shall proceed with the hearing and shall notify the owner in writing of the outcome of the proceeding.

(h)

After the hearing, the special magistrate shall provide written notice of said determination to the owner by registered mail, certified hand delivery or service provided in conformance with the provisions of F.S. ch. 48, relating to service of process.

(i)

If the dog is classified as dangerous, the owner may file a written request for a hearing in the county court to appeal the classification within ten (10) business days after receipt of the special magistrate's determination. The county court shall thereafter conduct a hearing on the issue as to whether the animal should be classified as dangerous and review the special magistrate's determination de novo. If the animal is in the owner's custody, the owner must confine the animal in a securely fenced or enclosed area pending resolution of the appeal. If the animal remains impounded, the owner shall be responsible for payment of all boarding costs and fees incurred pending resolution of the appeal.

(j)

Within 14 days after a dog is classified as dangerous by the special magistrate and the determination is upheld on appeal, the owner must obtain a certificate of registration for the dog from the animal control authority serving the area in which he or she resides, and the certificate shall be renewed annually. The animal control authority is authorized to issue such certificates of registration and renewals only to persons who are at least 18 years of age and who present to the animal control authority sufficient evidence of:

(1)

A current certificate of rabies vaccination for the dog, current animal license tag, and proof of sterilization from a certified veterinarian licensed in any state;

(2)

A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign at all entry points that informs both children and adults of the presence of a dangerous dog on the property;

(3)

Permanent identification of the dog, such as electronic implantation; and

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(4) Payment of annual registration fee to animal control authority. The appropriate governmental unit may impose an annual fee for the issuance of certificates of registration required by this section.

(k)

The owner shall immediately notify the appropriate animal control authority when a dog that has been classified as dangerous:

(1)

Is loose or unconfined;

(2)

Has bitten a human being or attacked another animal;

(3)

Is sold or given away, or dies; or

(4)

Is moved to another address.

(l)

Prior to a dangerous dog being sold or given away, the owner shall provide the name, address, and telephone number of the new owner to the animal control authority. The new owner must comply with all of the requirements of this chapter, even if the animal is moved from one local jurisdiction to another within the state. The animal control officer or appropriate agency of another jurisdiction must be notified by the owner of a dog classified as dangerous that the dog is in his jurisdiction.

(m)

It is unlawful for the owner of a dangerous dog to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under control of a competent person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any person or animal. When being transported, such dogs shall be safely and securely restrained within a vehicle.

(n)

Any dog classified as dangerous shall only be returned to the custody of the owner after the owner has satisfied all requirements for the ownership and care of a dangerous dog as set forth herein. Should the owner fail to comply with the foregoing requirements on or before the 14th day after final classification is rendered, the animal control authority shall retain custody of the animal and the animal shall be destroyed in an expeditious and humane manner. If the owner, thereafter, fails to comply with the aforementioned ownership requirements, the animal control authority may immediately impound the animal pending the owner's compliance with impoundment at the expense of the owner. Should the owner fail to comply with the foregoing requirements on or before the fourteenth day after the animal is impounded, the animal control authority shall retain custody of the animal and the animal shall be destroyed in an expeditious and humane manner.

(o)

If a dog that has [been] previously declared dangerous attacks or bites a human or a domestic animal without provocation, the owner shall be in violation of this chapter and punished as a civil infraction as provided for in [section 10-23](#). In addition, the dog shall be immediately impounded by the animal control authority and shall remain impounded under quarantine pending resolution of any related proceedings. The animal control authority shall provide the owner with a sufficient cause finding and within seven calendar days from the date of receipt of the notification of the sufficient cause finding, the owner may file a written request with the animal control authority for a hearing with the county special magistrate as provided herein.

Exhibit "B"

After final resolution of any related proceedings, if the sufficient cause finding is upheld the dog shall be destroyed in an expeditious and humane manner, and the owner shall be responsible for all boarding costs and fees required to confiscate, impound, and destroy the animal.

(p)

If a dog that has not been previously declared dangerous or vicious attacks and causes severe injury or death to a human or a domestic animal without provocation, the owner shall be in violation of this chapter and punished as a civil infraction as provided for in [section 10-23](#). In addition, the dog shall be immediately impounded by the animal control authority and the dog shall be held at the county animal shelter under quarantine pending resolution of any related proceedings. The animal control authority shall timely provide the owner with a sufficient cause finding and within seven calendar days from the date of receipt of the notification of the sufficient cause finding, the owner may file a written request with the animal control authority for a hearing with the county special magistrate as provided herein. After final resolution of any related proceedings, if the dangerous dog determination is upheld the dog shall be destroyed in an expeditious and humane manner, and the owner shall be responsible for all boarding costs and fees required to confiscate, impound, and destroy the animal.

(q)

Hunting dogs are exempt from the provisions of this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials, are exempt from the provisions of this chapter when engaged in any legal procedures. However, such dogs at all times in all respects shall be subject to this chapter. Dogs that have been classified as dangerous shall not be used for hunting purposes.

(r)

This section does not apply to dogs used by law enforcement officials for law enforcement work.

(s)

A violation of any provision of this section shall be a civil infraction punishable pursuant to [section 10-23](#)

(Code 1985, § 1-4-13; Ord. No. 2011-5, § 1, 2-3-2011)

