



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Administrative Offices | 6495 Caroline Street, Suite M | Milton, Florida 32570-4592

JAYER WILLIAMSON, District 1
ROBERT A. "BOB" COLE, District 2
W. D. "DON" SALTER, District 3
ROB WILLIAMSON, District 4
R. LANE LYNCHARD, District 5

TONY GOMILLION, County Administrator
ROY V. ANDREWS, County Attorney
JAYNE BELL, OMB Director

MEMORANDUM

TO: Board of Commissioners
FROM: Tony Gomillion, County Administrator
DATE: April 18, 2016
SUBJECT: Magistrate Selection

DISCUSSION

Discussion of ranking and selection of two magistrate candidates to hear code violation cases.

BACKGROUND

At the April 14, 2016 meeting, Board directed staff to provide for the ranking and selection of two candidates from a pool of four submittals.

AGREEMENT FOR PROFESSIONAL SERVICES

SPECIAL MAGISTRATE

THIS AGREEMENT, entered into this _____ day of _____, 2016, by and between SANTA ROSA COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as “COUNTY”) and GREGORY P. FARRAR (hereinafter referred to as “SPECIAL MAGISTRATE”), of Farrar Law Firm and Mediation Group, whose office is located at 109 North Palafox Street, Pensacola, Florida 32502, shall set out the terms and conditions under which the SPECIAL MAGISTRATE will perform the services of a Code Enforcement Special Magistrate for the COUNTY.

WHEREAS, Ordinance No. 2015-14 of the Ordinances of Santa Rosa County, Florida, created and established the position of Code Enforcement Special Magistrate in regard to the Ordinances of Santa Rosa County, Florida; and

WHEREAS, the COUNTY desires to contract with the SPECIAL MAGISTRATE to docket and hear appeals of Code Enforcement citations, petitions for enforcement of the Ordinances of Santa Rosa County, Florida (including the Unsafe Building Abatement Code), preside over administrative hearings, take testimony under oath, make findings of fact based on evidence of record, and assess and order payment of civil penalties; and

WHEREAS, the SPECIAL MAGISTRATE agrees to docket and hear appeals of citations or petitions for enforcement of the Ordinances of Santa Rosa County, Florida, preside over administrative hearings, take testimony under oath, make findings of fact based on evidence of record, and assess and order payment of civil penalties;

NOW, THEREFORE, the COUNTY and SPECIAL MAGISTRATE agree as follows:

SECTION ONE – TERM

This Agreement shall take effect upon execution by both parties and shall remain in full force until either party notifies the other, thirty (30) days in advance, of a desire to terminate the contract.

SECTION TWO – SCOPE OF SERVICES

The SPECIAL MAGISTRATE agrees to act as a Code Enforcement Special Magistrate at administrative hearings and to docket and hear appeals of citations or petitions for enforcement of the Ordinances of Santa Rosa County, Florida.

In serving as a Code Enforcement Special Magistrate, the SPECIAL MAGISTRATE shall have the power to interpret the Ordinances of Santa Rosa County, Florida, set and notice administrative hearings, adopt procedure for the conduct of hearings, preside over administrative hearings, issue subpoenas to alleged violators and witnesses, take testimony under oath, make findings of fact based on evidence of record, and assess and order payment of civil penalties.

SECTION THREE – SPECIAL MAGISTRATE' S COMPENSATION

The SPECIAL MAGISTRATE will be paid at the rate of \$125 per hour following the SPECIAL MAGISTRATE submitting invoices before the 15th of each month for services rendered during the prior month.

SECTION FOUR - INDEPENDENT CONTRACTOR

In the performance of this Agreement, the SPECIAL MAGISTRATE will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The SPECIAL MAGISTRATE shall be solely responsible for the means, method, techniques, sequences and procedures utilized by the SPECIAL MAGISTRATE,

in the full performance of this Agreement, shall have full authority to resolve all such cases as the SPECIAL MAGISTRATE deems appropriate.

SECTION 5 – EXPENSES, NOTICES AND HEARINGS

The COUNTY shall be responsible for all costs of the hearings, which costs may be reimbursed by the alleged violator if the petition or citation is upheld. All required notices, administrative support, recordation of proceedings and the locations for hearings will be provided by the COUNTY.

SECTION 6 - ENTIRE AGREEMENT

The Agreement constitutes the entire Agreement between the COUNTY and the SPECIAL MAGISTRATE. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

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

Witnesses:

SPECIAL MAGISTRATE:

Printed name: _____

GREGORY P. FARRAR

Printed name: _____

COUNTY:

SANTA ROSA COUNTY, FLORIDA, a
political subdivision of the State of Florida

BY: _____
Lane Lynchard, Chairman

ATTEST: _____
Donald C. Spencer, Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

SPECIAL MAGISTRATE

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WHEREAS, the COUNTY desires to contract with the SPECIAL MAGISTRATE to docket and hear appeals of Code Enforcement citations, petitions for enforcement of the Ordinances of Santa Rosa County, Florida (including the Unsafe Building Abatement Code), preside over administrative hearings, take testimony under oath, make findings of fact based on evidence of record, and assess and order payment of civil penalties; and

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

Witnesses:

SPECIAL MAGISTRATE:

Printed name: _____

LARRY A. MATTHEWS

Printed name: _____

COUNTY:

SANTA ROSA COUNTY, FLORIDA, a
political subdivision of the State of Florida

BY: _____
Lane Lynchard, Chairman

ATTEST: _____
Donald C. Spencer, Clerk