

**AGREEMENT BETWEEN THE CITY OF WINTER HAVEN
AND DOUGLAS A. LOCKWOOD, III, ESQUIRE, FOR
CODE ENFORCEMENT SPECIAL MASTER SERVICES**

THIS Agreement is entered into this 9th day of August, 2004, by and between the **CITY OF WINTERHAVEN, FLORIDA**, hereinafter referred to as **MUNICIPALITY**, and **DOUGLAS A. LOCKWOOD, III, ESQUIRE**, hereinafter referred to as **SPECIAL MASTER**.

WHEREAS, DOUGLAS A. LOCKWOOD, III, ESQUIRE is a member of the Florida Bar in good standing and, as such is licensed to practice law in the State of Florida and meets all qualifications set forth in **MUNICIPALITY'S** RFQ-04-22 for Code Enforcement Special Master Services; and

WHEREAS, MUNICIPALITY in accordance with Chapter 2, Sections 61 through 67 of its Code and as contemplated in RFQ-04-22 desires to contract with **SPECIAL MASTER** to serve as its Code Enforcement Hearing Officer and particularize the services and compensation for that service; and

IN CONSIDERATION THEREOF, the parties do hereby covenant and agree, in return for the mutual promises set forth herein, as follows:

1. The foregoing recitals are true.
2. **MUNICIPALITY** hereby retains and contracts with **SPECIAL MASTER** to serve as its Code Enforcement Hearing Officer. This contract shall be for a one year period to be effective August 9, 2004 until the end of the 2005 fiscal year subject to the provisions of paragraph eight (8) below. At the end of the 2005 fiscal year this contract

may be renewed for five additional one year periods subject to agreed upon rates, available funds and the provisions of paragraph eight (8) below.

3. Starting August 9, 2004 and through the end of fiscal year 2005, **MUNICIPALITY** shall pay compensation for **SPECIAL MASTER'S** services as Code Enforcement Hearing Officer on an hourly basis in accordance with the following fee schedule: A rate of \$150.00 an hour for all of **SPECIAL MASTER'S** time and inclusive of all costs incurred to provide said services. There will be no additional charges for office overhead to include administrative assistants/secretaries and other support personnel. Provided that for subsequent fiscal years renewals thereof, **MUNICIPALITY** agrees that the hourly fee for **SPECIAL MASTER** services provided shall be increased in the same across the board percentage as the amount employees' of **MUNICIPALITY** salaries are raised. In the event employees' of **MUNICIPALITY** are not given a raise in any fiscal year then **SPECIAL MASTER** and **MUNICIPALITY** shall agree on a fee schedule for that fiscal year.

a. Monthly invoices for time charges shall include the following information: a description of the service, the name of the individual performing the service, the date on which the service was performed and the amount of time spent performing the service.

b. **MUNICIPALITY** agrees to provide such clerical, administrative personnel and legal services deemed reasonably necessary to support the **SPECIAL MASTER** activities and assist in the proper performance of duties as contemplated in the City Code. The City Attorney shall act as the attorney for the **SPECIAL MASTER**. The **SPECIAL MASTER** shall not be authorized to engage, hire, or use any person

and/or entity except those provided by the **MUNICIPALITY** to assist in the performance of duties hereunder.

4. In consideration for the fee payment, **SPECIAL MASTER** shall perform such Code Enforcement Services as the City Commission may authorize including but not limited to the following specific duties:

a. Hearing and deciding alleged violations of Winter Haven Code of Ordinances, as it now exists and/or as it is amended in the future.

b. Assessing fines against violators of city codes and ordinances; affirming or modifying penalties imposed by the code enforcement board whose jurisdiction was repealed May 24, 2004; and determining the amount of reasonable expenses incurred by the **MUNICIPALITY** as a result of orders issued pursuant to the authority granted.

c. Conducting code violation hearings at least once each month and preferably on the third Thursday of each month. All hearings shall be properly noticed and held in a designated facility owned by the **MUNICIPALITY** and accessible to the general public.

d. Consistent with Florida Statutes Chapter 162, adopting rules for the conduct of hearings; subpoenaing to hearings alleged violators, witnesses and evidence; taking testimony under oath; and issuing orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

e. As soon as practicable after the conclusion of the hearing, issue findings of fact based on evidence of record, and conclusions of law, and issue

an order affording the proper relief consistent with powers granted herein and in accord with Florida Statutes Chapter 162.

f. Such other duties as may be necessary to perform all code enforcement services as contemplated under Chapter 162 of the Florida Statutes and the City Code.

5. In the event **SPECIAL MASTER** is required to travel outside of Winter Haven on business on behalf of **MUNICIPALITY**, **MUNICIPALITY** shall pay **SPECIAL MASTER'S** reasonably incurred travel expenses, meals and lodging at the rate set forth in **MUNICIPALITY'S** travel policy or Florida Statutes and payable upon properly submitted invoices.

6. In the event that **SPECIAL MASTER** shall determine that a conflict of interest may arise or has arisen in reference to any code enforcement matter that **SPECIAL MASTER** is handling for **MUNICIPALITY**, **SPECIAL MASTER** shall promptly notify the City Commission and City Manager thereof. In the event that the conflict cannot be resolved, the City Attorney shall recommend that the City Commission retain a specially appointed attorney to act as **SPECIAL MASTER** to perform code enforcement services for the **MUNICIPALITY** in such action.

7. **MUNICIPALITY** and **SPECIAL MASTER** understand and agree that **SPECIAL MASTER** may maintain his private practice of law and may represent clients other than **MUNICIPALITY** provided that representation of such other clients does not create a conflict of interest concerning code enforcement services that are being provided by **SPECIAL MASTER** on behalf of **MUNICIPALITY**. **SPECIAL MASTER**, as a non-employee lawyer, is not confined or restricted to acting as the **MUNICIPALITY'S**

SPECIAL MASTER, exclusively, in the exercise of **SPECIAL MASTER'S** legal practice. **MUNICIPALITY** recognizes that **SPECIAL MASTER** is currently a partner and practicing attorney with the law firm of Peterson & Myers, P.A. If in the representation of existing clients of **SPECIAL MASTER** and **SPECIAL MASTER'S** firm a conflict arises then **SPECIAL MASTER** shall promptly notify City Commission thereof. In the event that the conflict cannot be resolved, the City Attorney shall recommend that the City Commission and City Manager retain a specially appointed attorney to act as the **MUNICIPALITY'S SPECIAL MASTER** in such action.

8. This Agreement may be terminated during the term hereof, by either **MUNICIPALITY** or **SPECIAL MASTER** upon sixty (60) days written notice by one party to the other. If terminated then **MUNICIPALITY** shall pay **SPECIAL MASTER** for all services rendered through termination.

9. This Agreement shall be effective as of August 9, 2004 through the end of the fiscal year 2005. Thereafter this Agreement shall continue from year to year for five additional years unless terminated as provided in paragraph eight (8) above.

10. The interpretation of this Agreement shall be governed by the laws of the State of Florida.

11. This Agreement revokes and supersedes any prior agreements, written and oral. No representations or promises other than those set forth herein may be relied upon by either party. This Agreement represents the entire agreement between the parties and shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment of this Agreement signed by both the parties.

ATTEST:

Barbara McKenzie
Barbara McKenzie, City Clerk

CITY OF WINTER HAVEN, FLORIDA

By:

Mike Easterling
Mike Easterling, Mayor

WITNESSES:

Debra A. Cline

Martha S. Wainwright

CODE ENFORCEMENT SPECIAL MASTER

By:

Douglas A. Lockwood, III
Douglas A. Lockwood, III, Esquire