

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF HAINES CITY,  
FLORIDA, AND THE CITY OF WAUCHULA, FLORIDA,  
REGARDING THE UTILIZATION OF A SPECIAL MAGISTRATE TO  
PERFORM SPECIAL MAGISTRATE SERVICES.**

**WHEREAS**, local governments are authorized to enforce their codes and appoint a Code Enforcement Special Magistrate pursuant to Florida Statute 162, *et. seq.*; and

**WHEREAS**, the Florida Attorney General, via AGO 2000-34, has approved of the use of Interlocal Agreements as an alternative means of enforcing codes; and

**WHEREAS**, local governments are encouraged to enter into agreements that will allow a more efficient use of their resources and to cooperate in matters of code enforcement; and

**WHEREAS**, the City of Wauchula, Florida, issued Request for Qualifications (RFQ) RFQ-14-22 as related to professional services as the City of Wauchula Code Enforcement Special Magistrate, Development Special Magistrate, and Police Special Magistrate; and

**WHEREAS**, on February 25, 2014, at the City of Wauchula Evaluation Committee Meeting, after evaluating and scoring the proposals submitted in response to RFQ-14-22, the City of Wauchula Evaluation Committee recommended the selection of Attorney Heather R. Christman as the City of Wauchula Code Enforcement Special Magistrate, Development Special Magistrate, and Police Special Magistrate pursuant to her proposal in response to RFQ-14-22; and

**WHEREAS**, the City Commission of the City of Wauchula at its regular meeting on March 10, 2014, awarded RFQ-14-22 for Code Enforcement Special Magistrate, Development Special Magistrate, and Police Special Magistrate services to Heather R. Christman; and

**WHEREAS**, Heather R. Christman, an attorney licensed to practice law in the State of Florida and admitted to the Florida Bar, currently serves as the City of Haines City's Code Enforcement Special Magistrate in accordance with that Agreement between the City of Haines City and Heather R. Christman for Special Master Services dated July 2, 2010, a copy of which is attached hereto as **Exhibit "A"**; and

**WHEREAS**, the City of Wauchula, Florida, has the need for a Code Enforcement Special Magistrate, Development Special Magistrate, and Police Special Magistrate in order to hear cases relating to code enforcement matters and other quasi-judicial relief as more specifically set forth in various sections of the City of Wauchula Code of Ordinances; and

**WHEREAS**, the City of Wauchula, Florida, desires to contract with a Special

Magistrate to serve as its Hearing Officer and particularize the services and compensation for such service(s);

**WHEREAS**, the City Commission of the City of Wauchula, Florida, finds it to be in the best interests of the citizens and residents of the City of Wauchula to enter into an agreement for a Code Enforcement Special Magistrate, Development Special Magistrate, and Police Special Magistrate;

**ACCORDINGLY**, the City of Haines City (hereafter "City") and the City of Wauchula, Florida (hereafter "Wauchula"), enter into this Interlocal Agreement in order to agree that Heather R. Christman may also serve as a Special Magistrate for the City of Wauchula in accordance with the terms of this Interlocal Agreement as set forth hereinafter:

**Section 1. Definitions.**

Words used in this Interlocal Agreement shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

- (a) *Municipality* shall mean the City of Haines City, a Florida municipal corporation, and/or the City of Wauchula, a Florida municipal corporation.
- (b) *Agreement* shall mean this Interlocal Agreement between the City and Wauchula for Special Magistrate services to be performed by Heather R. Christman.

**Section 2. Authorization.**

The City of Haines City Special Magistrate is hereby authorized to serve as Special Magistrate as contemplated by Florida Statute 162, *et. seq.*, and the Wauchula Code of Ordinances for Wauchula in the process of enforcing the Code of Ordinances of the City of Wauchula, Florida, and performing other special magistrate services as may be authorized by State Law and/or the Wauchula Code of Ordinances. The Special Magistrate may conduct such hearings and enter such orders and otherwise exercise such rights as authorized under Florida Statute 162, *et. seq.* and the Wauchula Code of Ordinances. The Special Magistrate when exercising his/her authority as vested hereunder and by law, shall consider, apply and enforce the local and state laws which are applicable in the Municipality and as otherwise provided herein.

**Section 3. Term.**

The term of this Agreement will follow the term of the Agreement between the City of Haines City and Heather R. Christman for Special Master Services dated July 2, 2010 (hereafter the "Haines City Agreement"), which is attached hereto as **Exhibit "A"**, and, upon termination of the Haines City Agreement, this Agreement shall terminate unless otherwise previously terminated as provided for herein.

**Section 4. Special Magistrate Designation.**

The Special Magistrate shall be the individual, or individuals, as selected and determined by the City Commission of the City of Wauchula, Florida, with the qualifications set forth in the Code of Ordinances of the City of Wauchula, Florida, and as otherwise set forth in Florida law. Nothing contained herein shall prevent and/or abridge the City's right to designate a different Special Magistrate, alternates or replacement therefore in accordance with its own criteria and time line.

#### **Section 5. Conduct of Hearing.**

The Special Magistrate shall conduct the Hearings in a manner the Special Magistrate deems appropriate. The Special Magistrate shall have the power to:

- 1) Adopt rules for the conduct of its Hearings.
- 2) Adopt rules for the conduct of its Hearings consistent with Chapter 162 of the Florida Statutes, the Wauchula Code of Ordinances and the requirements of due process.
- 3) Take testimony under oath.
- 4) Conduct Hearings for all purposes permitted by Chapter 162 of the Florida Statutes and/or applicable Florida Law and Charter and code provisions of the City of Wauchula, Florida.
- 5) To enter orders granting relief to the full extent permitted by law.

#### **Section 6. Withdrawal by Municipality.**

Any party to this Agreement may withdraw from this Agreement and its utilization of the Special Magistrate by providing no less than sixty (60) days' written notice to the Clerk of each respective Municipality with a copy to the Special Magistrate.

#### **Section 7. Funding.**

The expenses of the Special Magistrate shall be paid by the Municipality utilizing the Special Magistrate's services. In this regard, the Municipality utilizing the Special Magistrate shall pay the Special Magistrate directly and the Special Magistrate shall bill the Municipality directly. A rate of \$160.83 an hour will be charged for all Special Magistrate'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.

#### **Section 8. Public Records.**

Except as otherwise provided by law, all of the records of the Special Magistrate shall be public records and available for public inspection.

#### **Section 9. Special Magistrate Hearings.**

The Municipality requesting Special Magistrate services shall have the responsibility to provide, at the Municipality's expense, the meeting room, secretary, staff and equipment necessary to conduct hearings in accordance with law.

#### **Section 10. Liability.**

Nothing contained herein shall be construed as a waiver of sovereign immunity, except

that each of the parties hereto shall, to the extent permitted by law, indemnify, defend, save, and hold harmless the other party hereto and all its officials, officers, agents or employees and special magistrate from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, or because of, any act or conduct of municipality, its officials, officers, agents or employees acting in furtherance of a complaint filed as to activity within the jurisdiction of said municipality. Further, this clause shall not waive the benefits or provisions of Chapter 768.28, Florida Statutes or any similar provision of law. The Special Magistrate shall be protected against malfeasance or misfeasance by the municipality to which the alleged conduct is related. Said protection shall be in accordance with the protection afforded by ordinance, and as otherwise provided by law, to persons similarly situated for the given municipality.

#### **Section 11. Modification.**

No modification of any of the terms of this Agreement shall be valid unless made in writing and executed with the same formality as this Agreement by the same parties hereto.

#### **Section 12. Partial Invalidity.**

In the event any clause or portion of this Agreement shall be determined to be invalid by any Court, it is understood and agreed that such invalid clause or portion of this Agreement shall have no effect upon the validity of other portions of this Agreement, and all of the other provisions of this Agreement shall be valid and enforceable.

#### **Section 13. Incorporation of Terms.**

Other than as set forth in this Agreement, all terms of that Agreement between the City of Haines City and Heather R. Christman for Special Master Services dated July 2, 2010, and attached hereto as **Exhibit "A"** are hereby incorporated into this Agreement.

#### **Section 14. Effective Date.**

In accordance with section 163.01(11), Fla. Stat., a copy of this Agreement shall take effect on the date this Agreement is filed with the Clerk of the Circuit Court in Polk County in the Public Records of Polk County, Florida. A copy of this Agreement shall likewise be filed with the Clerk of the Circuit Court in Hardee County in the Public Records of Hardee County, Florida. The Special Magistrate shall be responsible for filing the certified copies of this Agreement in both counties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date first written above.

CITY OF WAUCHULA, FLORIDA

BY: \_\_\_\_\_

Richard Keith Nadaskay, Jr., Mayor

ATTEST:

\_\_\_\_\_

Holly D. Smith, City Clerk

Approved as to form and legality:

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Thomas A. Cloud, City Attorney

CITY OF HAINES CITY, FLORIDA

BY: \_\_\_\_\_

H.L. Roy Tyler, Mayor

ATTEST:

\_\_\_\_\_

Joshua Freucht, City Clerk

Approved as to form and legality:

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Frederick Reilly, City Attorney