

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: May 20, 2026

Presenter's Name and Title: Duvard Francois, Code Compliance Manager

Prepared By: Duvard Francois, Code Compliance Manager

Temp. Reso. Number: 8715

Item Description: Temp. Reso. #R8715 APPROVING THE REAPPOINTMENT OF VINCENT T. BROWN, ESQ., AND SAMANTHA SIMONE PARCHMENT ESQ., AS SPECIAL MAGISTRATES, AND OF TERRYANN S. HOWELL, ESQ. AND ALTHEA M. CAMPBELL ESQ. AS ALTERNATE SPECIAL MAGISTRATES, FOR A TERM OF ONE YEAR, FROM JULY 1, 2026 TO JUNE 30, 2027; AUTHORIZING THE CITY MANAGER TO EXECUTE SPECIAL MAGISTRATE SERVICES AGREEMENTS WITH THE FOUR APPOINTEES. *(Police Code Compliance Manager Duvard Francois)*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: Sign On Dais

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: Total funding in the amount of \$23,000 is included in the following budget account: \$6,300 was budgeted and paid in the FY25 budget Police Code Compliance Special Magistrate GL Account # 001-20-203-524-000-604965 for the first 3 months of the contract period (July, 2025 through September, 2025); and \$16,700 is budgeted in the FY26 budget Police Code Compliance Special Magistrate GL Account # 001-20-203-524-000-604965 for the remaining 9 months of the contract period (October, 2025 through June, 2026).


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8715
 - Exhibit A: Special Magistrate Agreements



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Delrish L. Moss, Chief of Police

DATE: May 14, 2026

RE: Temp. Reso. No. 8715 approving the reappointment of Vincent T. Brown, Esq., and Samantha Simone Parchment Esq., as Special Magistrates, and of TerryAnn S. Howell Esq. and Althea M. Campbell Esq. as alternate Special Magistrates, for a period of one year, from July 1, 2026, to June 30, 2027

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8715 approving the reappointment of Vincent T. Brown, Esq., and Samantha Simone Parchment Esq., as Special Magistrates, and of TerryAnn S. Howell Esq. and Althea M. Campbell Esq. as alternate Special Magistrates, for a period of one year, from July 1, 2026, to June 30, 2027.

ISSUE: Pursuant to Section 2-332(c) of the City Code, the City Manager or his or her designee shall appoint Special Magistrates as deemed necessary for a term of one year and may reappoint any Special Magistrate at the end of the term, subject to ratification by the City Commission.

BACKGROUND: On May 7, 2003, the City Commission adopted Ordinance No. 03-14, Codified at Chapter 2, Article XI of the City Code, providing for a Special Magistrate code enforcement system in which members of the Florida Bar are appointed by the City Commission to hear and decide violations of the City Code. On April 16, 2025, through the adoption of Reso# 25-117, the City Commission approved the re-appointment of Vincent T. Brown Esq., and Samantha Simone Parchment Esq., as Special Magistrates for a term of one year and the appointment of TerryAnn S. Howell Esq. and Althea M. Campbell, Esq. as alternate Special Magistrates. The Agreements will expire on June 30, 2026.

DISCUSSION: The City currently utilizes the services of two Special Magistrates to conduct hearings on matters relating to Code Compliance issues/violations in the City of Miramar. The Special Magistrates conduct hearings twice per month on a rotational basis. In addition, there are two alternate Special Magistrates to ensure that there is no gap in service in the event that any one Special Magistrate is unavailable for an extended period.

ANALYSIS: Total funding in the amount of \$23,000 is included in the following budget accounts: \$6,300 is included in the FY25 budget Police Code Compliance Special Magistrate GL Account # 001-20-203-524-000-604965 for the first 3 months of the contract period (July, 2025 through September, 2025); and \$16,700 will be included in the FY26 budget Police Code Compliance Special Magistrate GL Account # 001-20-203-524-000-604965 for the remaining 9 months of the contract period (October, 2025 through June, 2026).

Temp. Reso. No. 8715

5/4/26

5/13/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE REAPPOINTMENT OF VINCENT T. BROWN, ESQ., AND SAMANTHA SIMONE PARCHMENT ESQ., AS SPECIAL MAGISTRATES, AND OF TERRYANN S. HOWELL, ESQ. AND ALTHEA M. CAMPBELL ESQ. AS ALTERNATE SPECIAL MAGISTRATES, FOR A TERM OF ONE YEAR, FROM JULY 1, 2026 TO JUNE 30, 2027; AUTHORIZING THE CITY MANAGER TO EXECUTE SPECIAL MAGISTRATE SERVICES AGREEMENTS WITH THE FOUR APPOINTEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 7, 2003, the City Commission adopted Ordinance No. 03-14, codified at Chapter 2, Article XI of the City Code, providing for a Special Magistrate code enforcement system in which members of the Florida Bar are appointed by the City Commission to hear and decide violations of the City Code; and

WHEREAS, the Police Department currently uses the services of two Special Magistrates that serve on hearings; and the Department is in need of alternate Special Magistrates to ensure continued service in the event that any one magistrate is unavailable for an extended period; and

WHEREAS, pursuant to Section 3-332(c) of the City Code, the City Manager or his or her designee is authorized to appoint Special Magistrates as deemed necessary for a term of one year, and may reappoint any Special Magistrate at the end of the term, subject to ratification by the City Commission; and the recommended attorneys are all in good standing with the Florida Bar; and

Reso. No. _____

Temp. Reso. No. 8715

5/4/26

5/13/26

WHEREAS, the City Manager recommends the reappointment of Vincent T. Brown, Esq., and Samantha Simone Parchment Esq. as Special Magistrates and the appointment of TerryAnn S. Howell Esq. and Althea M. Campbell Esq. as alternate Special Magistrates, for a period of one year, from July 1, 2026, to June 30, 2027; and

WHEREAS, the City Commission deems it in the best interest of the citizens and residents of the City of Miramar to approve the reappointment of Vincent T. Brown, Esq., and Samantha Simone Parchment Esq. as Special Magistrates, and of TerryAnn S. Howell Esq. and Althea M. Campbell Esq. as alternate Special Magistrates, for a period of one year, from July 1, 2026 to June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the reappointment of Vincent T. Brown, Esq., and Samantha Simone Parchment, Esq. as Special Magistrates, and of TerryAnn S. Howell, Esq., and Althea M. Campbell, Esq. as alternate Special Magistrates, for a period of one year, from July 1, 2026, to June 30, 2027.

Section 3: That it authorizes the City Manager to execute an agreement with each of the appointees, together with any non-substantive changes deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this resolution.

Section 5: That this resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8715

5/4/26

5/13/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____



**AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND**

SAMANTHA PARCHMENT, ESQ.

FOR SPECIAL MAGISTRATE SERVICES

This Agreement (the "Agreement") is entered into between the **City of Miramar, Florida**, a Florida municipal corporation, hereinafter referred to as "City",

AND

Samantha S. Parchment, Esq., an individual, whose principal business address is located at Parchment Law, P.A., 3900 Hollywood Blvd, Suite 302, Hollywood, FL 33021, hereinafter referred to as "Service Provider".

WHEREAS, the City is in need of a special magistrate to preside over proceedings relating to violations of the City Code of Ordinances (the "Code"), in accordance with Chapter 2, Article XI of the City Code; and

WHEREAS, pursuant to Section 2-332(c), City Code, a special magistrate may be reappointed at the discretion of the City Manager, subject to the ratification of the City Commission; and

WHEREAS, on _____, 2026 the City Commission adopted Resolution No. 26-_____, approving the reappointment of Service Provider as Special Magistrate, and authorizing the execution of an agreement with Service Provider for the provision of special magistrate services.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Service Provider agree as follows:

SECTION 1
SCOPE OF SERVICES

Service Provider agrees to provide Special Magistrate Services (the "Services") to the City during the term of this Agreement in accordance with Section 2-333 of the City Code and as authorized in Chapter 162, Florida Statutes. As part of the Services to be provided by Service Provider, Service Provider shall: (1) hear and decide violations of the City Code; (2) adopt rules for the conduct of hearings; (3) cause violators, witnesses and evidence for hearings to be subpoenaed; (4) take testimony under oath; (5) assess and order the payment of civil penalties; and (6) issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance. Service Provider shall have all powers to perform all duties in accordance with Section 2-333 of the City Code and as authorized in Chapter 162, Florida Statutes.

SECTION 2
COMPENSATION

In consideration for the Services to be provided by Service Provider, the City agrees to pay the Service Provider at a rate of \$200.00 per hour which shall be payable within 30 calendar days following submission of an invoice by the Service Provider to the City. In the event of City's termination of this Contract prior to the end of the Contract Term pursuant to Sections 4 or 7, City shall pay Service Provider on a pro-rata basis for the Services performed by Service Provider prior to the City's termination of this Contract.

SECTION 3
TERM OF AGREEMENT

The term of this Agreement shall be for a period of one year commencing on July 1, 2026 through June 30, 2027, unless terminated earlier pursuant to Section 4 of this Agreement.

SECTION 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Service Provider thirty (30) calendar days written notice. City may terminate this Agreement for cause by giving Service Provider five (5) calendar days written notice upon the failure of the Service Provider to cure any default after being provided with written notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 5
INDEPENDENT CONTRACTOR

Service Provider is an independent contractor under this Agreement. Services provided by Service Provider shall be by employees of Service Provider and subject to supervision by Service Provider, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Service Provider. Service Provider shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Service Provider shall indemnify, defend and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Service Provider, its respective officials, agents, employees or subcontractors in the Service Provider's performance of Services pursuant to this Agreement.

SECTION 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Service Provider of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 8
INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Service Provider shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured.

Service Provider shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

Professional Liability Insurance:	\$100,000 per occurrence
Workers' Compensation (if applicable):	Statutory Amount

This Agreement shall not be deemed approved until the Service Provider has obtained all insurance required under this section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate of Insurance. The City of

Miramar shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Service Provider's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Service Provider shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

SECTION 9 **MISCELLANEOUS**

Service Provider shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 10 **AUDIT AND INSPECTION RIGHTS**

10.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Service Provider under this Agreement, audit, or cause to be audited, those books and records of Service Provider which are related to Service Provider's performance under this Agreement. Service Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary to determine whether the services required to be provided by Service Provider under this Agreement conform to the terms of this Agreement. Service Provider shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11 **AMENDMENTS AND ASSIGNMENT**

11.1 This Agreement constitutes the entire agreement between Service Provider and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Service Provider shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 13
NOTICES

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

FOR SERVICE PROVIDER:

FOR CITY:

Dr. Roy L. Virgin, City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-3672

With A Copy to:

Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue,
Fort Lauderdale, Florida 33311
Telephone: 954- 768-9770
Facsimile: 954-768-9790

SECTION 14
NON-DISCRIMINATION

Service Provider represents and warrants to the City that Service Provider does not and will not discriminate against any person in its operations, activities, or delivery of Services. Service Provider shall also affirmatively comply with all applicable provisions of federal, state, and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person on the grounds of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery.

SECTION 15
PUBLIC RECORDS

A. Public Records: SERVICE PROVIDER shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of SERVICE PROVIDER shall be delivered by SERVICE PROVIDER to CITY, at no cost to CITY, within seven days. All records stored electronically by SERVICE PROVIDER

shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, SERVICE PROVIDER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. SERVICE PROVIDER'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to SERVICE PROVIDER shall be withheld until all documents are received as provided herein.

SECTION 16
SCRUTINIZED COMPANY

- A. Service Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider or its subcontractors are found to have submitted a false certification; or if the Service Provider, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Service Provider certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider, its affiliates, or its subcontractors are found to have submitted

a false certification; or if the Service Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Service Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 17 **E-VERIFY**

In accordance with Florida Statutes §448.095, the SERVICE PROVIDER, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The SERVICE PROVIDER will not hire any employee who has not been vetted through E-Verify. The SERVICE PROVIDER may not subcontract any work for the City to any SUBCONTRACTOR that has not provided an affidavit stating that the SUBCONTRACTOR does not employ, contract with or subcontract with an unauthorized alien.

SECTION 18 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 19 **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 21
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Service Provider and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 22
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by the Service Provider, by and through its _____, attested to and duly authorized to execute same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin, City Manager

Dated this ____ day of _____, 2026.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF MIRAMAR ONLY:

Austin Pamies Norris Weeks Powell, PLLC
City Attorney

SERVICE PROVIDER

Signed: SP

Print Name: Samantha Parchment

Date: May 4, 2026



AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
ALTHEA M. CAMPBELL, ESQ.
FOR SPECIAL MAGISTRATE SERVICES

This Agreement (the "Agreement") is entered into between the **City of Miramar, Florida**, a Florida municipal corporation, hereinafter referred to as "City",

AND

Althea M. Campbell, Esq., an individual, whose principal business address is located at 210 N. University Drive, Suite 504, Coral Springs, FL 33071, hereinafter referred to as "Service Provider".

WHEREAS, the City is in need of a special magistrate to preside over proceedings relating to violations of the City Code of Ordinances (the "Code"), in accordance with Chapter 2, Article XI of the City Code; and

WHEREAS, pursuant to Section 2-332(c), City Code, a special magistrate may be reappointed at the discretion of the City Manager, subject to the ratification of the City Commission; and

WHEREAS, on _____, 2026, the City Commission adopted Resolution No. 26-____, approving the reappointment of Service Provider as Special Magistrate, and authorizing the execution of an agreement with Service Provider for the provision of Special Magistrate services; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Service Provider agree as follows:

SECTION 1
SCOPE OF SERVICES

Service Provider agrees to provide Special Magistrate Services (the "Services") to the City during the term of this Agreement in accordance with Section 2-333 of the City Code and as authorized in Chapter 162, Florida Statutes. As part of the Services to be provided by Service Provider, Service Provider shall: (1) hear and decide violations of the City Code; (2) adopt rules for the conduct of hearings; (3) cause violators, witnesses and evidence for hearings to be subpoenaed; (4) take testimony under oath; (5) assess and order the payment of civil penalties; and (6) issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance. Service Provider shall have all powers to perform all duties in accordance with Section 2-333 of the City Code and as authorized in Chapter 162, Florida Statutes.

SECTION 2
COMPENSATION

In consideration for the Services to be provided by Service Provider, the City agrees to pay the Service Provider at a rate of \$200.00 per hour which shall be payable within 30 calendar days following submission of an invoice by the Service Provider to the City. In the event of City's termination of this Contract prior to the end of the Contract Term pursuant to Sections 4 or 7, City shall pay Service Provider on a pro-rata basis for the Services performed by Service Provider prior to the City's termination of this Contract.

SECTION 3
TERM OF AGREEMENT

The term of this Agreement shall be for a period of one year commencing on July 1, 2026 through June 30, 2027, unless terminated earlier pursuant to Section 4 of this Agreement.

SECTION 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Service Provider thirty (30) calendar days written notice. City may terminate this Agreement for cause by giving Service Provider five (5) calendar days written notice upon the failure of the Service Provider to cure any default after being provided with written notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.



SECTION 5
INDEPENDENT CONTRACTOR

Service Provider is an independent contractor under this Agreement. Services provided by Service Provider shall be by employees of Service Provider and subject to supervision by Service Provider, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Service Provider. Service Provider shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Service Provider shall indemnify, defend and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Service Provider, its respective officials, agents, employees or subcontractors in the Service Provider's performance of Services pursuant to this Agreement.

SECTION 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Service Provider of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 8
INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Service Provider shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured.

Service Provider shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

Professional Liability Insurance:	\$100,000 per occurrence
Workers' Compensation (if applicable):	Statutory Amount

This Agreement shall not be deemed approved until the Service Provider has obtained all insurance required under this section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate of Insurance. The City of Miramar shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Service Provider's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Service Provider shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

SECTION 9 **MISCELLANEOUS**

Service Provider shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 10 **AUDIT AND INSPECTION RIGHTS**

10.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Service Provider under this Agreement, audit, or cause to be audited, those books and records of Service Provider which are related to Service Provider's performance under this Agreement. Service Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary to determine whether the services required to be provided by Service Provider under this Agreement conform to the terms of this Agreement. Service Provider shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11 **AMENDMENTS AND ASSIGNMENT**

11.1 This Agreement constitutes the entire agreement between Service Provider and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Service Provider shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 13
NOTICES

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

FOR SERVICE PROVIDER:

FOR CITY:

Dr. Roy L. Virgin, City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-3672



With A Copy to:

Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue,
Fort Lauderdale, Florida 33311
Telephone: 954- 768-9770
Facsimile: 954-768-9790

SECTION 14
NON-DISCRIMINATION

Service Provider represents and warrants to the City that Service Provider does not and will not discriminate against any person in its operations, activities, or delivery of Services. Service Provider shall also affirmatively comply with all applicable provisions of federal, state, and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person on the grounds of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery.

SECTION 15
PUBLIC RECORDS

A. Public Records: SERVICE PROVIDER shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of SERVICE PROVIDER shall be delivered by SERVICE PROVIDER to CITY, at no cost to CITY, within seven days. All records stored electronically by SERVICE PROVIDER shall be delivered to CITY in a format that is compatible with CITY's

information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, SERVICE PROVIDER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. SERVICE PROVIDER'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to SERVICE PROVIDER shall be withheld until all documents are received as provided herein.

SECTION 16
SCRUTINIZED COMPANY

- A. Service Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider or its subcontractors are found to have submitted a false certification; or if the Service Provider, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Service Provider certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider, its affiliates, or its subcontractors are found to have submitted

a false certification; or if the Service Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Service Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 17
E-VERIFY

In accordance with Florida Statutes §448.095, the SERVICE PROVIDER, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The SERVICE PROVIDER will not hire any employee who has not been vetted through E-Verify. The SERVICE PROVIDER may not subcontract any work for the City to any SUBCONTRACTOR that has not provided an affidavit stating that the SUBCONTRACTOR does not employ, contract with or subcontract with an unauthorized alien.

SECTION 18
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 19
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 21
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Service Provider and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 22
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by the Service Provider, by and through its _____, attested to and duly authorized to execute same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

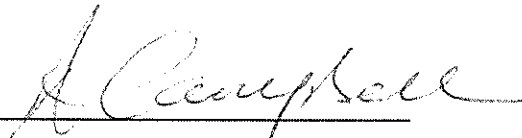
By: _____
Dr. Roy L. Virgin, City Manager

Dated this _____ day of _____, 2026.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF MIRAMAR ONLY:

Austin Pamies Norris Weeks Powell, PLLC
City Attorney

SERVICE PROVIDER

Signed: 

Print Name: ALTHEA M CAMPBELL

Date: 3/9/2026



AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
TERRYANN S. HOWELL, ESQ.
FOR SPECIAL MAGISTRATE SERVICES

This Agreement (the "Agreement") is entered into between the **City of Miramar, Florida**, a Florida municipal corporation, hereinafter referred to as "City",

AND

TerryAnn Howell, Esq., an individual, whose principal business address is located at 3350 SW 148th Ave, Suite 110, Miramar, FL 33027, hereinafter referred to as "Service Provider".

WHEREAS, the City is in need of a special magistrate to preside over proceedings relating to violations of the City Code of Ordinances (the "Code"), in accordance with Chapter 2, Article XI of the City Code; and

WHEREAS, pursuant to Section 2-332(c), City Code, a special magistrate may be reappointed at the discretion of the City Manager, subject to the ratification of the City Commission; and

WHEREAS, on _____, 2026, the City Commission adopted Resolution No. 26-___, approving the reappointment of Service Provider as Special Magistrate, and authorizing the execution of an agreement with Service Provider for the provision of Special Magistrate services; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Service Provider agree as follows:

SECTION 1
SCOPE OF SERVICES

Service Provider agrees to provide Special Magistrate Services (the "Services") to the City during the term of this Agreement in accordance with Section 2-333 of the City Code and as authorized in Chapter 162, Florida Statutes. As part of the Services to be provided by Service Provider, Service Provider shall: (1) hear and decide violations of the City Code; (2) adopt rules for the conduct of hearings; (3) cause violators, witnesses and evidence for hearings to be subpoenaed; (4) take testimony under oath; (5) assess and order the payment of civil penalties; and (6) issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance. Service Provider shall have all powers to perform all duties in accordance with Section 2-333 of the City Code and as authorized in Chapter 162, Florida Statutes.

SECTION 2
COMPENSATION

In consideration for the Services to be provided by Service Provider, the City agrees to pay the Service Provider at a rate of \$200.00 per hour which shall be payable within 30 calendar days following submission of an invoice by the Service Provider to the City. In the event of City's termination of this Contract prior to the end of the Contract Term pursuant to Sections 4 or 7, City shall pay Service Provider on a pro-rata basis for the Services performed by Service Provider prior to the City's termination of this Contract.

SECTION 3
TERM OF AGREEMENT

The term of this Agreement shall be for a period of one year commencing on July 1, 2026 through June 30, 2027, unless terminated earlier pursuant to Section 4 of this Agreement.

SECTION 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Service Provider thirty (30) calendar days written notice. City may terminate this Agreement for cause by giving Service Provider five (5) calendar days written notice upon the failure of the Service Provider to cure any default after being provided with written notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 5
INDEPENDENT CONTRACTOR

Service Provider is an independent contractor under this Agreement. Services provided by Service Provider shall be by employees of Service Provider and subject to supervision by Service Provider, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Service Provider. Service Provider shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Service Provider shall indemnify, defend and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Service Provider, its respective officials, agents, employees or subcontractors in the Service Provider's performance of Services pursuant to this Agreement.

SECTION 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Service Provider of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 8
INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Service Provider shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured.

Service Provider shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

Professional Liability Insurance:	\$100,000 per occurrence
Workers' Compensation (if applicable):	Statutory Amount

This Agreement shall not be deemed approved until the Service Provider has obtained all insurance required under this section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate of Insurance. The City of Miramar shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Service Provider's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Service Provider shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

SECTION 9 **MISCELLANEOUS**

Service Provider shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 10 **AUDIT AND INSPECTION RIGHTS**

10.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Service Provider under this Agreement, audit, or cause to be audited, those books and records of Service Provider which are related to Service Provider's performance under this Agreement. Service Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary to determine whether the services required to be provided by Service Provider under this Agreement conform to the terms of this Agreement. Service Provider shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11 **AMENDMENTS AND ASSIGNMENT**

11.1 This Agreement constitutes the entire agreement between Service Provider and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Service Provider shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12 **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 13 **NOTICES**

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

FOR SERVICE PROVIDER:

TerryAnn S. Howell, Esq.
3350 SW 148th Avenue, Suite 110
Miramar, FL 33027
917-669-0003 or 305-307-6502
ta@tshowell.com

FOR CITY:

Dr. Roy L. Virgin, City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-3672

With A Copy to:

Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue,
Fort Lauderdale, Florida 33311
Telephone: 954- 768-9770
Facsimile: 954-768-9790

SECTION 14
NON-DISCRIMINATION

Service Provider represents and warrants to the City that Service Provider does not and will not discriminate against any person in its operations, activities, or delivery of Services. Service Provider shall also affirmatively comply with all applicable provisions of federal, state, and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person on the grounds of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery.

SECTION 15
PUBLIC RECORDS

A. Public Records: SERVICE PROVIDER shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of SERVICE PROVIDER shall be delivered by SERVICE PROVIDER to CITY, at no cost to CITY, within seven days. All records stored electronically by SERVICE PROVIDER shall be delivered to CITY in a format that is compatible with CITY's

information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, SERVICE PROVIDER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. SERVICE PROVIDER'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to SERVICE PROVIDER shall be withheld until all documents are received as provided herein.

SECTION 16 **SCRUTINIZED COMPANY**

- A. Service Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider or its subcontractors are found to have submitted a false certification; or if the Service Provider, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Service Provider certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider, its affiliates, or its subcontractors are found to have submitted

- a false certification; or if the Service Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Service Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 17 **E-VERIFY**

In accordance with Florida Statutes §448.095, the SERVICE PROVIDER, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The SERVICE PROVIDER will not hire any employee who has not been vetted through E-Verify. The SERVICE PROVIDER may not subcontract any work for the City to any SUBCONTRACTOR that has not provided an affidavit stating that the SUBCONTRACTOR does not employ, contract with or subcontract with an unauthorized alien.

SECTION 18 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 19 **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 21
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Service Provider and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 22
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by the Service Provider, by and through its _____, attested to and duly authorized to execute same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin, City Manager

Dated this ____ day of _____, 2026.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF MIRAMAR ONLY:

Austin Pamies Norris Weeks Powell, PLLC
City Attorney

SERVICE PROVIDER

Signed:  _____

Print Name: **TerryAnn S. Howell, Esq.**

Date: **March 9, 2026**



AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

Vincent T. Brown, Esq.

FOR SPECIAL MAGISTRATE SERVICES

This Agreement (the "Agreement") is entered into between the **City of Miramar, Florida**, a Florida municipal corporation, hereinafter referred to as "City",

AND

Vincent T. Brown, Esq., an individual, whose principal business address is located at The Brown Law Group, LLC 847 NW 119th Street, Suite 202, North Miami, FL 33168, hereinafter referred to as "Service Provider".

WHEREAS, the City is in need of a special magistrate to preside over proceedings relating to violations of the City Code of Ordinances (the "Code"), in accordance with Chapter 2, Article XI of the City Code; and

WHEREAS, pursuant to Section 2-332(c), City Code, a special magistrate may be reappointed at the discretion of the City Manager, subject to the ratification of the City Commission; and

WHEREAS, on _____, 2026, the City Commission adopted Resolution No. 26-____, approving the reappointment of Service Provider as Special Magistrate, and authorizing the execution of an agreement with Service Provider for the provision of Special Magistrate services; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Service Provider agree as follows:

SECTION 1
SCOPE OF SERVICES

Service Provider agrees to provide Special Magistrate Services (the "Services") to the City during the term of this Agreement in accordance with Section 2-333 of the City Code and as authorized in Chapter 162, Florida Statutes. As part of the Services to be provided by Service Provider, Service Provider shall: (1) hear and decide violations of the City Code; (2) adopt rules for the conduct of hearings; (3) cause violators, witnesses and evidence for hearings to be subpoenaed; (4) take testimony under oath; (5) assess and order the payment of civil penalties; and (6) issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance. Service Provider shall have all powers to perform all duties in accordance with Section 2-333 of the City Code and as authorized in Chapter 162, Florida Statutes.

SECTION 2
COMPENSATION

In consideration for the Services to be provided by Service Provider, the City agrees to pay the Service Provider at a rate of \$200.00 per hour which shall be payable within 30 calendar days following submission of an invoice by the Service Provider to the City. In the event of City's termination of this Contract prior to the end of the Contract Term pursuant to Sections 4 or 7, City shall pay Service Provider on a pro-rata basis for the Services performed by Service Provider prior to the City's termination of this Contract.

SECTION 3
TERM OF AGREEMENT

The term of this Agreement shall be for a period of one year commencing on July 1, 2026 through June 30, 2027, unless terminated earlier pursuant to Section 4 of this Agreement.

SECTION 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Service Provider thirty (30) calendar days written notice. City may terminate this Agreement for cause by giving Service Provider five (5) calendar days written notice upon the failure of the Service Provider to cure any default after being provided with written notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 5
INDEPENDENT CONTRACTOR

Service Provider is an independent contractor under this Agreement. Services provided by Service Provider shall be by employees of Service Provider and subject to supervision by Service Provider, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Service Provider. Service Provider shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Service Provider shall indemnify, defend and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Service Provider, its respective officials, agents, employees or subcontractors in the Service Provider's performance of Services pursuant to this Agreement.

SECTION 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Service Provider of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 8
INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Service Provider shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured.

Service Provider shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

Professional Liability Insurance:	\$100,000 per occurrence
Workers' Compensation (if applicable):	Statutory Amount

This Agreement shall not be deemed approved until the Service Provider has obtained all insurance required under this section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate of Insurance. The City of Miramar shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Service Provider's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Service Provider shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

SECTION 9 **MISCELLANEOUS**

Service Provider shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 10 **AUDIT AND INSPECTION RIGHTS**

10.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Service Provider under this Agreement, audit, or cause to be audited, those books and records of Service Provider which are related to Service Provider's performance under this Agreement. Service Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary to determine whether the services required to be provided by Service Provider under this Agreement conform to the terms of this Agreement. Service Provider shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11 **AMENDMENTS AND ASSIGNMENT**

11.1 This Agreement constitutes the entire agreement between Service Provider and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Service Provider shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 13
NOTICES

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

FOR SERVICE PROVIDER:

VINCENT T. BROWN
847 NW 119 St
STE. 202
Miami, FL 33168

FOR CITY:

Dr. Roy L. Virgin, City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-3672

With A Copy to:

Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue,
Fort Lauderdale, Florida 33311
Telephone: 954- 768-9770
Facsimile: 954-768-9790

SECTION 14
NON-DISCRIMINATION

Service Provider represents and warrants to the City that Service Provider does not and will not discriminate against any person in its operations, activities, or delivery of Services. Service Provider shall also affirmatively comply with all applicable provisions of federal, state, and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person on the grounds of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery.

SECTION 15
PUBLIC RECORDS

A. Public Records: SERVICE PROVIDER shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of SERVICE PROVIDER shall be delivered by SERVICE PROVIDER to CITY, at no cost to CITY, within seven days. All records stored electronically by SERVICE PROVIDER shall be delivered to CITY in a format that is compatible with CITY's

information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, SERVICE PROVIDER shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. SERVICE PROVIDER'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to SERVICE PROVIDER shall be withheld until all documents are received as provided herein.

SECTION 16 **SCRUTINIZED COMPANY**

- A. Service Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider or its subcontractors are found to have submitted a false certification; or if the Service Provider, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Service Provider certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Service Provider, its affiliates, or its subcontractors are found to have submitted

a false certification; or if the Service Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Service Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 17 **E-VERIFY**

In accordance with Florida Statutes §448.095, the SERVICE PROVIDER, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The SERVICE PROVIDER will not hire any employee who has not been vetted through E-Verify. The SERVICE PROVIDER may not subcontract any work for the City to any SUBCONTRACTOR that has not provided an affidavit stating that the SUBCONTRACTOR does not employ, contract with or subcontract with an unauthorized alien.

SECTION 18 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 19 **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 21
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Service Provider and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 22
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by the Service Provider, by and through its _____, attested to and duly authorized to execute same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin, City Manager

Dated this _____ day of _____, 2026.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF MIRAMAR ONLY:

Austin Pamies Norris Weeks Powell, PLLC
City Attorney

SERVICE PROVIDER

Signed: _____

Print Name: VINCENT T. BROWN

Date: 5-7-26