

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

**Meeting Date:** March 4, 2020

**Presenter's Name and Title:** Dexter Williams, Chief of Police

**Temp. Reso. Number:** 7102

**Item Description:** Temp. Reso. No 7102 APPROVING THE REAPPOINTMENT OF DAHLIA A. WALKER-HUNTINGTON, ESQ. AND VINCENT T. BROWN, ESQ., AND THE INITIAL APPOINTMENT OF DAWN GRACE JONES, ESQ., AS CODE COMPLIANCE SPECIAL MAGISTRATES FOR A PERIOD OF ONE YEAR COMMENCING UPON SIGNATURE AND EXECUTION OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE SPECIAL MAGISTRATE SERVICES AGREEMENTS WITH THE THREE APPOINTEES. (Dexter Williams, Chief of Police)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

**Instructions for the Office of the City Clerk:**

**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 of the City Commission.

**Fiscal Impact:** Yes ☒ No ☐

**REMARKS:** Funding in the amount of \$12,600 will be included in the FY20 budget Police Code Compliance Special Magistrate GL Account # 001-20-203-524-000-604965.

**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7102**
  - Exhibit A:** Proposed Agreement
- **Attachment(s)**
  - Attachment 1:** RLOI No. 20-10-01
  - Attachment 2:** Bid Tabulation Score Sheet RLOI 20-10-01



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** *sol* Vernon Hargray, City Manager *V.H.*

**BY:** Dexter Williams, Chief of Police

**DATE:** February 27, 2020

**RE:** Temp. Reso. No.7102, Approving the Reappointment of Dahlia A. Walker-Huntington, Esq. and Vincent T. Brown, Esq., and the appointment of Dawn Grace Jones, Esq., as Special Magistrates

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No 7102 approving the reappointment of Dahlia A. Walker-Huntington, Esq. and Vincent T. Brown. Esq. and the initial appointment of Dawn Grace Jones, Esq., as Special Magistrates, and authorizing the execution of agreements with the appointees for the provision of Special Magistrate services. The term of this Agreement shall be for a period of one year commencing upon signature and execution of the agreement.

**ISSUE:** Pursuant to Section 2-332(c) of the City Code, Special Magistrates are appointed for a term of one year, and may be reappointed at the end of the term at the discretion of the City Manager, 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.

The Police Department currently has two special magistrates that serve on hearings. The initial term of the agreement expired on July 2, 2019. The agreement was extended for the first 90 days from July 3, 2019 to October 2, 2019 and then for the second 90 days October 3, 2019 to January 2, 2020.

Request for Letters of Interest for Special Magistrate services was issued on October 16, 2019 on Demandstar. The RLOI was also e-mailed to the existing special magistrates as well as other attorneys that have expressed interest in

providing the service. The RLOI closed on November 5, 2019 with a total of six proposals.

A three-member selection committee that was made up with staff from the Police Department, Community and Economic Development and the City Manager's Office met on November 7, 2019 to discuss and rank the responses. The top three ranked candidates are proposed for appointment and/or reappointment.

All three candidates are currently in good standing with the Florida Bar and will be paid at a rate of \$150 per hour. The Special Magistrates conduct hearings twice per month on a rotational basis.

Temp. Reso. No.7102  
01/08/20  
01/09/20

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE REAPPOINTMENT OF DAHLIA A. WALKER-HUNTINGTON, ESQ. AND VINCENT T. BROWN, ESQ., AND THE INITIAL APPOINTMENT OF DAWN GRACE JONES, ESQ., AS CODE COMPLIANCE SPECIAL MAGISTRATES FOR A PERIOD OF ONE YEAR COMMENCING UPON SIGNATURE AND EXECUTION OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE SPECIAL MAGISTRATE SERVICES AGREEMENTS WITH THE THREE 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 has two special magistrates that serve on hearings. However, that contract expires in January 2020; and

**WHEREAS**, the three Special Magistrates were selected as a result of a Request for Letters of Interest procurement process; and

**WHEREAS**, pursuant to Section 3-332(c), City Code, Special Magistrates are appointed for a term of one year, but may be reappointed at the end of the term at the discretion of the City Manager, subject to ratification by the City Commission; and

Reso. No. \_\_\_\_\_

Temp. Reso. No.7102  
01/08/20  
01/09/20

**WHEREAS**, all three attorneys are currently in good standing with the Florida Bar and will be paid at a rate of \$150 per hour; and

**WHEREAS**, the City Manager recommends reappointment of Dahlia A. Walker-Huntington, Esq. and Vincent T. Brown, Esq., and recommends the initial appointment of Dawn Grace Jones, Esq., to serve as Special Magistrates for a one-year term.; 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 Dahlia A. Walker-Huntington, Esq. and Vincent T. Brown, Esq., and the appointment of Dawn Grace Jones, Esq., to serve as Special Magistrates, and to authorize the City Manager to execute the appropriate agreements, in substantial conformity, attached hereto as Exhibit "A".

Temp. Reso. No.7102  
01/08/20  
01/09/20

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

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

**Section 2**: That it approves the reappointment of Dahlia A. Walker-Huntington, Esq. and Vincent T. Brown, Esq., and the initial appointment of Dawn Grace Jones, Esq., to serve as Special Magistrates for a term of one year commencing upon signature and execution of the agreement.

**Section 3** : That it authorizes the City Manager to execute an agreement with each of the three appointees in the form attached hereto as Exhibit “A,” 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. 7102  
01/08/20  
01/09/20

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Alexandra P. Davis

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

**Requested by Administration**

Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Commissioner Yvette Colbourne  
Vice Mayor Alexandra P. Davis  
Mayor Wayne M. Messam

**Voted**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF MIRAMAR**  
**AND**

\_\_\_\_\_  
**FOR SPECIAL MAGISTRATE SERVICES**

This Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

\_\_\_\_\_, an individual, whose principal business address is located at \_\_\_\_\_ hereinafter referred to as "Contractor".

**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 appointed at the discretion of the City Manager, subject to the ratification of the City Commission; and

**WHEREAS**, on \_\_\_\_\_, the City Commission approved Resolution No. \_\_\_\_\_, ratifying the recommendation of the City Manager to appoint Contractor as special magistrate and authorizing the execution of an agreement with Contractor 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 Contractor agree as follows:

**SECTION 1**  
**SCOPE OF SERVICES**

Contractor 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 Contractor, Contractor 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. Contractor 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 Contractor, the City agrees to pay the Contractor at a rate of \$150.00 per hour which shall be payable within 30 calendar days following submission of an invoice by the Contractor 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 Contractor on a pro-rata basis for the Services performed by Contractor 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 January \_\_\_\_, 2020 through January \_\_\_\_, 2021, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a ninety (90) day extension of this Contract in accordance with its terms and conditions; and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for an additional ninety (90) days, for a maximum of one hundred eighty (180) days.

## **SECTION 4** **TERMINATION OF AGREEMENT**

City may terminate this Agreement for convenience by giving the Contractor thirty (30) calendar days written notice. City may terminate this Agreement for cause by giving Contractor five (5) calendar days written notice upon the failure of the Contractor 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**

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, 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 Contractor. Contractor 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**

Contractor 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 Contractor, its respective officials, agents, employees or subcontractors in the Contractor'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 Contractor 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, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured.

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

Workers' Compensation  
Statutory Amount

This Agreement shall not be deemed approved until the Contractor 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 and endorsement. 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. Contractor's liability insurance policies shall be endorsed to add the City of Miramar as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance

policies that may be carried by the City. The Contractor 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**

Contractor 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 Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor 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 Contractor under this Agreement conform to the terms of this Agreement. Contractor 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 Contractor 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 Contractor 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 CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR CITY:**

Vernon E. Hargray  
City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3117  
Fax: (954) 602-3547

With A Copy to:

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

**SECTION 14**  
**NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race,

age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

## **SECTION 15** **PUBLIC RECORDS**

A. Public Records: CONTRACTOR 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 CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR 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, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'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 CONTRACTOR HAS QUESTIONS REGARDING THE  
APPLICATION OF CHAPTER 119, FLORIDA  
STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE  
PUBLIC RECORDS RELATING TO THIS AGREEMENT,**

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS  
AT 954-602-3011, [dagibbs@miramarfl.gov](mailto: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 CONTRACTOR shall be withheld until all documents are received as provided herein.

**SECTION 16**  
**SCRUTINIZED COMPANY**

- A. Contractor 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 Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, 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 Contractor 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 Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, 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 Contractor 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**  
**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 18**  
**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 19**  
**SURVIVAL**

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

**SECTION 20**  
**ENTIRE AGREEMENT**

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

**SECTION 21**  
**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 Contractor, by and through its \_\_\_\_\_, attested to and duly authorized to execute same.

**CITY OF MIRAMAR**

ATTEST:

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

By: \_\_\_\_\_  
Vernon E. Hargray, City Manager

This \_\_\_\_ day of \_\_\_\_\_, 2020

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

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

**CONTRACTOR**

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



DATE ISSUED: October 16, 2019

# **REQUEST FOR LETTERS OF INTEREST**

## **SPECIAL MAGISTRATES**

**RLOI No. 20-10-01**



### **The City of Miramar Commission:**

**Mayor Wayne M. Messam  
Vice Mayor Alexandra P. Davis  
Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Commissioner Yvette Colbourne**

Vernon E. Hargray, City Manager  
The City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025

**CLOSING DATE AND TIME: Tuesday, November 5,  
2019 AT 2:00 P.M.**

## INSTRUCTIONS FOR SUBMITTING RESPONSE TO RLOI

Each Response submitted to the City of Miramar (hereinafter the "City") must have the following information clearly marked on the face of the envelope:

- a) Responder's name, return address and telephone number;
- b) Solicitation number;
- c) The Solicitation Due Date and Time; and
- d) Title of the Solicitation and Solicitation number.

All responses must be submitted on 8 ½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although the document package copies should be individually bound. An unbound one-sided original and four (4) bound copies (**a total of five [5]**) and **one electronic version on USB** of the complete response must be received by the deadline stated below. The original, and all copies, must be submitted in a sealed envelope or container stating on the outside the Responder's name, address, telephone number, the Solicitation number, the Solicitation title, and the Solicitation Due Date and Time, to:

**OFFICE OF THE CITY CLERK  
THE CITY OF MIRAMAR  
2300 CIVIC CENTER PLACE  
MIRAMAR, FL 33025**

Responses to this solicitation submitted at the same time for any other City of Miramar solicitations shall be placed in separate envelopes, and each envelope shall contain the information previously stated. Failure to comply with this requirement shall result in any such incorrectly packaged response not being considered.

**NOTE: The solicitation number must be clearly stated on the envelope or box containing the response. All required forms must be completed by the firm or individual submitting a response to this RLOI.**

**SUBMITTING A RESPONSE TO THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF: Tuesday, November 5, 2019 AT 2:00 P.M. IS SOLELY AND STRICTLY THE RESPONSIBILITY OF EACH RESPONDENT. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY RESPONSE RECEIVED AFTER THE DEADLINE STATED ABOVE SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.**

Hand-carried responses may be delivered to the above address during the City's regular business hours, Monday through Thursday, between the hours of 7:00 A.M. to 6:00 P.M., excluding holidays observed by the City, but not beyond the Due Date and Time. Respondents are solely responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The response must be signed by an authorized officer of the firm responding to this solicitation who is legally authorized to enter into a contractual relationship in the name of the firm. The submittal of a response to this RLOI will be considered by the City as constituting an offer by the Respondent to perform the required Services, and/or provide the required Goods, at the price determined by the City Manager in accordance with City Code Section 2-332 (d). No response by the City, however, shall be considered an acceptance unless approved and authorized by the City Commission (if applicable) and until a Contract is executed by the Successful Respondent and the City.

## **PURPOSE OF SOLICITATION:**

The City of Miramar is requesting letters of interest from qualified attorneys to serve as the City's Special Magistrate, for the purpose of establishing a contract in accordance with City Ordinance No. 03-14.

## **CITY BACKGROUND**

The City is a growing municipality located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. The City has experienced unprecedented growth over the past several years, with an increase in population from 72,739 in 2000 to 140,328 in 2017. The City's infrastructure, residential, commercial, and economic development has also increased at an explosive pace during the same period. The City is a long and narrow city, approximately 2.5 miles wide (north to south) and 14 miles long (east to west).

## **PROJECT BACKGROUND**

The City of Miramar, through its Municipal Code of Ordinances and Zoning and Land Development Regulations, requires property owners within the City to maintain certain minimum standards for their property. When an owner violates one or more provisions of the City's code, zoning regulations or building codes, Code Compliance Officers and Police Officers are authorized by Chapter 162, Florida Statutes, and Chapter 2, Article XI, and City of Miramar Municipal Code of Ordinances, to bring the matter before a Special Magistrate for adjudication.

On July 9, 2003, the City adopted City Ordinance No. 03-14 and created a Special Magistrate System to comply with Florida State Statute Chapter 162. The City Manager

shall make recommendations of as many special magistrates as deemed appropriate, subject to the approval of the City Commission.

The City currently has two Special Magistrates that sit at Code Compliance hearings, which are generally scheduled twice monthly and are held in the City Commission Chambers located at City Hall, 2300 Civic Center Place, Miramar, Florida 33025. The hearings begin at 2:00 P.M. Hearings generally last from one to three hours (can be less or more occasionally).

## **SPECIAL MAGISTRATE DUTIES AND POWERS**

The Special Magistrate presides over Code Compliance hearings, listens to testimony, reviews evidence presented, and makes a determination as to whether or not the property owner has violated the City Code, as alleged by the Code Compliance Officer or Police Officer. The Special Magistrate is authorized to order a property owner to comply with the Code by a certain date or face the imposition of daily fines for noncompliance. A Special Magistrate's order may become a lien on the property if the property owner fails to bring the violation(s) into compliance with the code. The Special Magistrate is also authorized to extend the time for compliance with prior orders, approve settlements, and authorize collection of code enforcement liens. The Special Magistrate 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.

## **QUALIFICATIONS**

Respondents to this solicitation shall:

- 1) Be a member in good standing of the Florida Bar.
- 2) Have five years experience in the practice of law in Florida. Attorneys experienced in local government law, code enforcement, zoning and real property law, and those with previous experience as special magistrates are preferred.
- 3) Possess outstanding reputation for civic pride, integrity, responsibility and business professional ability.

## **TERM OF OFFICE**

In accordance with section 2-332 (c) of the City Code: The City Manager or his designee shall appoint as many special magistrates as are deemed necessary subject to approval by the City Commission. Appointments shall be made for a term of one year. Any special magistrate may be reappointed at the discretion of the City Manager, subject to ratification by the City Commission. There shall be no limit on the number of reappointments that may be given to any individual Special Magistrate; provided, however, that a determination as to removal or reappointment must be made for each Special Magistrate

at the end of each one year term. Appointments to fill any vacancy shall be for the remainder of the unexpired term.

## **TERMINATION**

The City of Miramar reserves the right to terminate an agreement with a Special Magistrate with or without cause, in accordance with section 2-332 (e) of the City Code, effective 30 days from written notice. In the event that any of the provisions of the agreement are violated by the successful respondent, the City reserves the right to serve written notice of its intention to immediately terminate the agreement.

## **COMPENSATION**

Special Magistrates are not City employees, but shall be compensated at a rate to be determined by the City Manager, subject to approval by the City Commission. The City currently pays each Special Magistrate a flat rate of \$150 per hour.

## **SUBMISSION FORMAT AND SELECTION CRITERIA**

Please provide all information in response to this solicitation in the order outlined below.

1) Title Page

Show the Request for Letters of Interest subject, the name of the firm, contact person, address, telephone number and date. **(5 Points)**

2) Letter of Transmittal (addressed to City Manager)

Briefly state your understanding of the work to be done and provide a positive commitment to perform the work (Limit to one printed page). **(15 Points)**

3) Brief description of qualifications (include resume). **(15 Points)**

4) Describe experience and expertise in the area(s) addressed by this RLOI, particularly cities within the State of Florida comparable in size to Miramar. **(25 Points)**

5) Provide a detailed description of the nature and status of any pending or completed litigation, claims made, contract disputes or defaults and liens arising in regard to your or your company's performance of any services arising within the last three years prior to the due date of this solicitation. **(5 Points)**

- 6) If additional work is required beyond the scope of the agreement, how would those services be billed? **(10 Points)**
- 7) Provide at least five references with clients where services were rendered in a similar capacity to the area(s) addressed in this RLOI. List project description and contact information to include: individual name, agency name and address, telephone, fax and e-mail information. **(15 Points)**
- 8) Local Business Preference – (see Business/Vendor Profile Survey form) **(5 Points)**
- 9) CBE/SBE Preference (see Business/Vendor Profile Survey form) **( 5 Points)**

Each response to this RLOI will be reviewed by a selection committee comprised of City staff, and will be scored in accordance with the criteria outlined above. The highest possible total points for a response to this RLOI is 100 points. The selection committee will shortlist the top five highest scoring responses for recommendation to the City Manager. The City Manager shall then have the option to interview any respondent from the recommended shortlist, if he deems necessary, prior to making a recommendation to the City Commission for appointment. The City Manager shall have sole discretion to select one or more candidate from the shortlist for recommendation to the City Commission.

The City Manager shall have all rights outlined in section 2- 332 of the City Code to select any individual or firm(s) that submits a response to this solicitation to serve as the City's Special Magistrate.

**Any questions, explanations or other requests regarding this Request for Letters of Interest must be addressed in writing to Darlene Charles, Procurement Analyst, via email at [dicharles@miramarfl.gov](mailto:dicharles@miramarfl.gov) by Monday, October 28, 2019.**

The City reserves the right to waive any informalities or irregularities in this RLOI. The City reserves the right to reject any and all letters of interest as they may deem to be in the best interest of the City of Miramar and as may affect this project.

## BUSINESS/VENDOR PROFILE SURVEY

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Contact Person (Regarding This Form): \_\_\_\_\_

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

**Business is claiming the CBE/SBE Preference; YES \_\_\_\_\_ NO \_\_\_\_\_**

**Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.**

**Business is claiming local Business Preference YES \_\_\_\_\_ NO \_\_\_\_\_  
(Choose below as applicable)**

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.

**Business Employing Miramar Residents Affidavit MUST be submitted with RLOI Response.**

- ☐ Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

**Please attach a copy of a current Miramar Business Tax Receipt to this form.**

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

## BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Solicitation No. and Title: \_\_\_\_\_

By signing below, I hereby certify that Vendor has \_\_\_\_\_ employees in its local workforce (Broward and Miami-Dade Counties), of which \_\_\_\_\_ are full time equivalent Miramar residents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Sign name of Notary Public)

My commission expires: \_\_\_\_\_ (SEAL)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**





## RLOI 20-10-01 SPECIAL MAGISTRATES

Rank	Proposer Name	Score
<b>1</b>	Dahlia Walker	<b>279.00</b>
<b>2</b>	Dawn Grace Jones	<b>243.00</b>
<b>3</b>	Vincent T Brown	<b>235.00</b>
<b>4</b>	Delrose Facey	<b>226.00</b>
<b>5</b>	Carla Cody	<b>225.00</b>
<b>6</b>	Samantha Parchment	<b>212.00</b>