

RESOLUTION NO. 2024-042

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE RESIGNATION OF EUGENE STEINFELD, ESQ., OF EUGENE M. STEINFELD, ATTORNEY AT LAW, PA, AS THE TOWN'S SPECIAL MAGISTRATE; APPOINTING MICHAEL GARCIA, ESQ., OF MICHAEL GARCIA, PA, AS THE TOWN'S SPECIAL MAGISTRATE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH MICHAEL GARCIA, PA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 162, Florida Statutes, the Town is required to retain a Special Magistrate to preside over the Town's Code Enforcement Hearings; and

WHEREAS, the Town has been fortunate to have had Eugene Steinfeld, Esq., as the Town's Special Magistrate for nearly twenty-four years; and

WHEREAS, Mr. Steinfeld has advised the Town that he wishes to resign as the Town's Special Magistrate; and

WHEREAS, the Town has issued a request for proposals for a new Special Magistrate; and

WHEREAS, after carefully reviewing the responses, the Town Attorney, in accordance with Section 2-150(a) of the Town Code, recommends the selection of Michael Garcia, Esq., of Michael Garcia, PA, to serve as the Town's Special Magistrate; and

WHEREAS, the Town Council accepts the resignation of Eugene Steinfeld, Esq., and the appointment of Michael Garcia, Esq. as the Town's Special Magistrate, as further stated herein;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The Town Council hereby accepts the resignation of Eugene Steinfeld, Esq., of Eugene M. Steinfeld, Attorney at Law, PA, as the Special Magistrate of the Town, and thanks Mr. Steinfeld for his nearly twenty-four years of dedicated service to the Town.

SECTION 3. The Town Council hereby accepts the recommendation of the Town Attorney and appoints Michael Garcia, Esq., of Michael Garcia PA, as the Special Magistrate of the Town, in accordance with Chapter 162, Florida Statutes.

SECTION 4. The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into an agreement with Michael Garcia, PA, for Special Magistrate services, in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

[Signatures on Following Page]

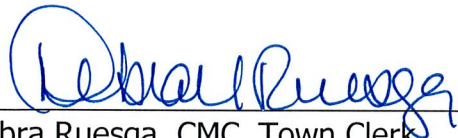
PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 23rd day of May, 2024, on a motion by C/M JABLONSKI and seconded by C/M ALLBRIITON.

Breitkreuz	<u>YES</u>	Ayes	<u>5</u>
Kuczenski	<u>YES</u>	Nays	<u>0</u>
Allbritton	<u>YES</u>	Absent	<u>0</u>
Hartmann	<u>YES</u>	Abstaining	<u>0</u>
Jablonski	<u>YES</u>		




Steve Breitkreuz, Mayor

ATTEST:



Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, J.D., Town Attorney
1001.2024.19

SPECIAL MAGISTRATE AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of May 2024, by and between the Town of Southwest Ranches, a Florida municipal corporation, hereinafter referred to as “TOWN” and Michael Garcia, Esquire, of Michael Garcia PA, hereinafter referred to as “SPECIAL MAGISTRATE”.

WHEREAS, the TOWN and SPECIAL MAGISTRATE desire to enter into an Agreement wherein Michael Garcia, Esq., under his Firm Michael Garcia PA, shall act in the capacity of Special Magistrate in code enforcement related matters within the jurisdictional boundaries of the TOWN; and

WHEREAS, Chapter 162, Florida Statutes, provides that municipalities shall appoint Special Magistrates to provide over code enforcement citations; and

WHEREAS, the Town Council has appointed Michael Garcia, Esq. to act as the TOWN’s SPECIAL MAGISTRATE for code enforcement cases; and

WHEREAS, the TOWN and Michael Garcia, Esq., under his law firm Michael Garcia, PA wishes to enter into this Agreement in order to set out the terms and conditions under which Eugene Steinfeld will serve as SPECIAL MASTER.

NOW, therefore, in consideration of the terms and conditions hereafter set forth and the mutual promises set forth herein, TOWN and SPECIAL MAGISTRATE agree as follows:

1. SERVICES:

A. SPECIAL MAGISTRATE hereby agrees to provide Special Magistrate services for TOWN by adjudicating code enforcement issues that may be assigned to SPECIAL MAGISTRATE by TOWN.

B. SPECIAL MAGISTRATE hereby agrees to produce, within five (5) business days from the conclusion of each hearing, a written order, which shall include findings of fact and conclusions of law, which shall be furnished to all parties.

C. SPECIAL MAGISTRATE hereby acknowledges that he is an independent contractor under this Agreement. Services provided by SPECIAL MAGISTRATE shall not be construed such that SPECIAL MAGISTRATE is an officer or an employee of the TOWN.

D. SPECIAL MAGISTRATE hereby acknowledges that he is a member in good standing of the Florida Bar engaged in the private practice of law. Further, SPECIAL MAGISTRATE acknowledges that he has no existing client relationship which would pose a conflict of interest as to his service as a Special Master for TOWN.

2. PAYMENT:

A. TOWN hereby agrees to pay SPECIAL MAGISTRATE \$175.00 per hour or the fractional part thereof for time spent by the SPECIAL MAGISTRATE for attendance at said hearings and \$175.00 per hour for any other work including, but not limited to, preparation and research for Special Magistrate hearings and for drafting appropriate orders and documents which result from said hearings.

B. SPECIAL MAGISTRATE hereby agrees to provide the TOWN and the Town Administrator with a monthly invoice outlining the services provided in six minute time increments as contemplated by this Agreement.

C. Payment shall be mailed by TOWN to SPECIAL MASTER at:

Michael Garcia, PA
Attn: Michael Garcia, Esq.
888 SE 3rd Ave. Unit 400d
Fort Lauderdale, FL 33316

3. TERMS OF AGREEMENT:

A. This Agreement shall commence and be effective upon the date of approval by the Town Council.

B. This Agreement may be terminated by either party at will upon thirty (30) days written notice to the other party. The SPECIAL MAGISTRATE hereby agrees that he shall, however, complete any hearings and complete written orders as to any code enforcement case for which hearings have commenced and/or completed.

4. PUBLIC RECORDS:

The Town is subject to Chapter 119, *Florida Statutes*, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the public law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. The SPECIAL MAGISTRATE acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's agreements, subject to the provisions of Chapter 119, *Florida Statutes*, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that The SPECIAL MAGISTRATE has been provided access to or has received security sensitive information, as defined by *Florida Statutes*, Section 119.071, the SPECIAL MAGISTRATE shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by *Florida Statutes*.

The Special Magistrate agrees to keep and maintain public records required by the Town to perform the service in the SPECIAL MAGISTRATE's possession or control in connection with the SPECIAL MAGISTRATE's performance under this agreement, and upon the request from the

Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The SPECIAL MAGISTRATE shall 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 the agreement term and following completion of the agreement if the SPECIAL MAGISTRATE does not transfer the records to the Town.

Upon completion of the agreement, the SPECIAL MAGISTRATE agrees, at no cost to the Town, to transfer to the Town all public records in possession of the SPECIAL MAGISTRATE or keep and maintain public records required by the Town to perform the service. If the SPECIAL MAGISTRATE transfers all public records to the Town upon completion of the agreement, the SPECIAL MAGISTRATE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SPECIAL MAGISTRATE keeps and maintains public records upon completion of the agreement, the SPECIAL MAGISTRATE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

The SPECIAL MAGISTRATE's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the agreement by the Town.

IF THE SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS

CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

5. INSURANCE

5.1 Throughout the term of this agreement and during applicable statute of limitation periods, the SPECIAL MAGISTRATE shall maintain, in full force and effect, insurance coverages required within the agreement.

5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of “A-” or better in accordance with A.M. Best’s Key Rating Guide.

5.3 All Insurance Policies shall name and endorse the following as an additional named insured:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

5.4 All Insurance Policies shall be endorsed to provide that (a) the SPECIAL MAGISTRATE’s insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) the SPECIAL MAGISTRATE’s insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the

insurer's limit of liability. Self-insurance by the SPECIAL MAGISTRATE shall not be acceptable for providing the required insurance coverages of this agreement.

5.5 If the SPECIAL MAGISTRATE fails to submit the required insurance certificate, in the manner prescribed within the executed agreement, at the time of execution of this agreement, the SPECIAL MAGISTRATE shall be deemed in default, and the agreement shall be cancelled or rescinded without liability of the Town.

5.6 the SPECIAL MAGISTRATE shall carry the following minimum types of insurance:

- A. **WORKER'S COMPENSATION:** If required by law, Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. the SPECIAL MAGISTRATE shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** the SPECIAL MAGISTRATE shall carry business automobile liability insurance with minimum limits of **Two Hundred and Fifty Thousand Dollars (\$250,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as

filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

C. **COMMERCIAL GENERAL LIABILITY:** the SPECIAL MAGISTRATE shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent Consultants, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. **PROFESSIONAL LIABILITY INSURANCE:** in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate.

5.7 The SPECIAL MAGISTRATE shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.

5.8 The SPECIAL MAGISTRATE's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches

13400 Griffin Road

Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.

Government Law Group, PLLC

200 South Andrews Avenue

Suite 601

Fort Lauderdale, Florida 33301

5.9 The SPECIAL MAGISTRATE's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

5.10 If any of the SPECIAL MAGISTRATE's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

5.11 the SPECIAL MAGISTRATE shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.

5.12 If any of the SPECIAL MAGISTRATE's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Consultant's applicable renewal policies.

5.13 UPON EXECUTION OF THIS CONTRACT, THE SPECIAL MAGISTRATE SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONSULTANT'S WORK UNDER THE CONTRACT.

5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

5.15 All required insurance policies shall preclude any insurers or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

5.16 The SPECIAL MAGISTRATE shall ensure that any company issuing insurance to satisfy the requirements contained in this agreement agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.

5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its

best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.

5.18 Notwithstanding any other provisions of this agreement, the SPECIAL MAGISTRATE's obligation to maintain all required insurance as specified in this Section of the agreement shall survive the expiration or earlier termination of this agreement.

6. ASSIGNMENTS:

SPECIAL MAGISTRATE hereby agrees that the services provided in this Agreement are personal to Michael Garcia, Esq. and may not be assigned or transferred to any other party.

7. AMENDMENTS:

No modification or amendment of this Agreement shall be effective unless the same is undertaken in a written document executed with the same formality as the herein Agreement and approved by the Town Council.

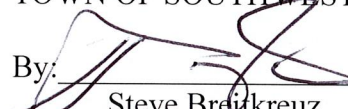
IN WITNESS WHEREOF, the parties have made and entered into this Agreement.

Attest:



Debra Ruesga
Town Clerk


Russell Muniz
Town Administrator

TOWN OF SOUTHWEST RANCHES

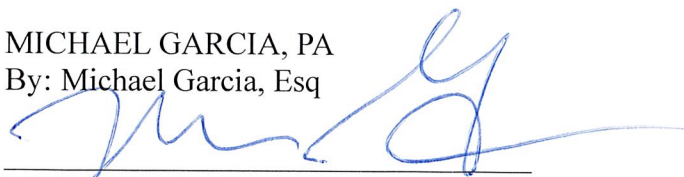
By: 
Steve Breukreuz
Mayor

Approved as to Form:

By: 
Keith M. Poliakoff
Town Attorney

SPECIAL MAGISTRATE

MICHAEL GARCIA, PA
By: Michael Garcia, Esq


Michael Garcia, Esq.

1001.2024.20