

RESOLUTION NO. 2016-18

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, RE-APPOINTING AMBER E. ASHTON AS THE PARKING CITATION HEARING OFFICER, ADMINISTRATIVE APPEALS HEARING OFFICER AND SPECIAL MAGISTRATE.

The City Commission of the City of St. Pete Beach, Pinellas County, Florida, at a regular meeting held on November 15, 2016, resolves as follows:

WHEREAS, The City Code of Ordinances, Chapter 82-169, Traffic and Vehicles, provides for a parking citation hearing officer; and,

WHEREAS, Division 3, Section 3.14(e) of the Land Development Code, provides that the City Commission may appoint one or more hearing officers to hear appeals; and,

WHEREAS, Section 22-275, the Special Magistrate appointment shall be made by the City Manager on the basis of experience and interest in code enforcement. Such appointments shall be submitted to the City Commission for ratification.

NOW, THEREFORE, the City Commission of the City of St. Pete Beach, Pinellas County, Florida **DOES RESOLVE**:

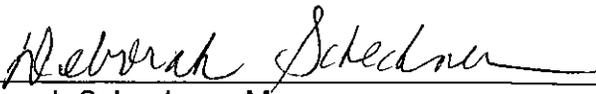
Section One. The above recitals are true and correct and are incorporated herein by reference.

Section Two. The Parking Citation Hearing Officer shall be Amber E. Ashton.

Section Three. The Administrative Appeals Hearing Officer shall be Amber E. Ashton.

Section Four. The appointment of Amber E. Ashton as the City's Special Magistrate for the City's Code Enforcement Division is ratified.

INTRODUCED AND PASSED by the City Commission of the City of St. Pete Beach, Pinellas County, Florida on this 15th day of November, 2016.


Deborah Schechner, Mayor

ATTEST:


Rebecca C. Haynes, City Clerk



DE BEAUBIEN KNIGHT SIMMONS MANTZARIS & NEAL LLP
ATTORNEYS AND COUNSELLORS AT LAW
ORLANDO | TALLAHASSEE | TAMPA
WWW.DBKSMN.COM

November 2, 2016

**VIA U.S. MAIL DELIVERY and
ELECTRONIC MAIL DELIVERY**

Andrew Dickman, Esq.
City Attorney
City of St. Pete Beach
155 Corey Avenue
cityattorney@stpetebeach.org

***Re: Engagement Letter to Serve as Special Magistrate
for the City of St. Pete Beach***

Dear Andrew:

It is with great pleasure that I submit to you the following as my proposed letter of engagement to set forth the terms of my engagement with the City of St. Pete Beach to serve as Special Magistrate beginning on December 1, 2016 and ending on November 30, 2017.

I. SCOPE OF SERVICES.

I will serve, on an as needed basis, as Special Magistrate to hear code enforcement matters, administrative appeal matters, parking violation matters, and such other and further matters as may be appropriate as set forth in the Code of Ordinances for the City of St. Pete Beach. In that capacity, I will preside over all hearings, in which my law firm or I do not have a conflict, render a decision where applicable and prepare the appropriate orders as necessary.

II. PAYMENT.

The City shall pay to my law firm, DeBeaubien, Knight, Simmons, Mantzaris & Neal, LLP, the sum of \$155 per hour plus costs for each actual attorney hour worked and \$55 per hour for each paralegal hour worked with regard to this engagement. For hearings as scheduled by the City and confirmed by the undersigned, there will be a minimum of one hour charged for attendance at the hearing.

In all matters hereunder, my Firm will submit each month to you or your designee, a Billing Statement of hours expended for services rendered and costs

incurred. All invoices shall be processed and made in the same manner as for all other City invoices and statements. All invoices shall be due and payable within thirty (30) days of the date of the invoice.

III. TERMINATION.

The term of this engagement may be renewed annually. However, the agreement may be terminated by either party immediately with cause or upon thirty (30) days written notice without cause, or in accordance with the City's charter and code. If such termination occurs, the Firm will be paid for all services rendered and costs incurred, if applicable, to the date of notice of termination.

IV. MISCELLANEOUS.

A. Assignment. The services to be rendered under this engagement letter are personal to Amber E. Ashton and may not be assigned other than as provided herein, either directly or indirectly, to any other person or firm.

B. Amendments. This engagement letter may be amended only by written instrument signed by the Firm and the City of St. Pete Beach.

C. Independent Contractor Status. In the performance of legal services hereunder, Amber E. Ashton is an independent contractor and shall not hold herself out as an employee, agent or servant of the City of St. Pete Beach.

This letter of engagement shall not be binding and is of no effect until it has been executed by the authorized representative of the City and by Amber E. Ashton, individually, and Bart R. Valdes, on behalf of the Firm.



Amber E. Ashton

de BEAUBIEN, KNIGHT, SIMMONS,
MANTZARIS & NEAL, LLP,

By: 

Bart R. Valdes

Its: Partner

Date: 11/2/16

Andrew Dickman, Esq
November 1, 2016
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CITY OF ST. PETE BEACH, FLORIDA,

By: 
Print Name: Wayne Saunders
Date: 11/15/2016