

RESOLUTION NO. 2019-10

A RESOLUTION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, APPOINTING NORMAN NASH AS THE PARKING CITATION HEARING OFFICER, ADMINISTRATIVE APPEALS HEARING OFFICER AND SPECIAL MAGISTRATE.

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, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

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

Section Two. The Parking Citation Hearing Officer shall be Norman Nash.

Section Three. The Administrative Appeals Hearing Officer shall be Norman Nash.

Section Four. The Special Magistrate for the City's Code Enforcement Division shall be Norman Nash.

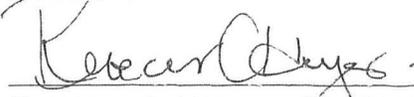
Section Five: This resolution will become effective December 1, 2019.

INTRODUCED AND PASSED by the City Commission of the City of St. Pete Beach, Pinellas County, Florida on this 8th day of October 2019.



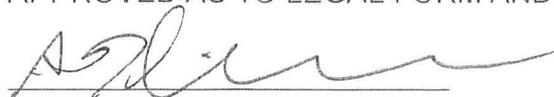
Alan Johnson, Mayor

ATTEST:



Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:



Andrew Dickman City Attorney

DSK Law

de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP
Orlando | Tampa | Tallahassee | Melbourne

609 West Horatio Street
Tampa, Florida 33606
(813) 251-5825

October 10, 2019

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

Andrew Dickman, Esq.
City Attorney
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
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 continue to serve as Special Magistrate beginning on December 1, 2019 and ending on November 30, 2020.

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, de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP, the sum of \$175 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 Norman W. Nash, individually, and Bart R. Valdes, on behalf of the Firm.

/s/ Norman W. Nash
Norman W. Nash

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

By: Bart R. Valdes
Bart R. Valdes
Its: Partner
Date: 10/10/19

CITY OF ST. PETE BEACH, FLORIDA,

By: Alex Rey
Print Name: Alex Rey City Manager
Date: 10/8/2019