

**CODE ENFORCEMENT SPECIAL MAGISTRATE AGREEMENT**  
**BETWEEN**  
**POLK COUNTY**  
**AND**  
**TIFFANY STANTON HAWKS**

**THIS AGREEMENT** is made by and between **POLK COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and **TIFFANY STANTON HAWKS** (hereinafter referred to as the “Special Magistrate”).

**WHEREAS**, Polk County Ordinance 07-058 (as amended, the “Ordinance”), requires the County to appoint special magistrates who have the authority to conduct hearings to determine whether a violation of any code or an ordinance of Polk County within the special magistrate’s jurisdiction has occurred and upon finding that a violation has occurred, impose fines, costs, and liens against the violator; and

**WHEREAS**, subsection (3)(c) of the Ordinance requires the special magistrate be an attorney in good standing with the Florida Bar Association, reside in or have a place of business within Polk County, and possess an outstanding reputation for business and professional ability, civic pride and community development; and

**WHEREAS**, the County desires to contract for the services of the Special Magistrate contained herein, as such services will inure to the benefit of the citizens of Polk County.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the County and Special Magistrate agree as follow:

1. Special Magistrate warrants that he/she: (1) is an attorney who is in good standing with the Florida Bar Association; (2) resides in or has a place of business within Polk County; and (3) does not hold any other elected or appointed office for Polk County, a political subdivision of the State of Florida.

2. Special Magistrate will perform the duties assigned pursuant to the Ordinance and any other applicable Polk County ordinances. Without limiting the generality of the foregoing, the Special Magistrate shall strive to issue any written orders following the hearing of a case, as applicable, in a timely manner.

3. The County shall compensate the Special Magistrate at the rate of \$500 per day of hearings. A day of hearings shall mean a day set by the County to hear code enforcement violations in which an agenda is followed and noticed to the public. Any task completed outside of the hearing that is germane to that day of hearings including, without limitation, the drafting and signing of written orders, shall be considered part of the day of hearings and shall not be separately compensated. The County shall compensate Special Magistrate at the rate of \$100 per day for an emergency hearing requested by the County in which such hearing is limited to five or less cases.

4. The Special Magistrate agrees to submit billing to the County no later than twenty-one (21) days after each hearing. The Special Magistrate agrees to submit billing to the County that contains a faithful recitation of time spent to the nearest tenth of an hour. The Special Magistrate agrees to include, without limitation, in each invoice submitted to the County pursuant to this Agreement, the code enforcement case number, the name of the property owner, and the date the Special Magistrate services were provided.

5. The Special Magistrate agrees to maintain a system of bookkeeping and accounting that shall produce an adequate account and record of the services rendered pursuant to this agreement. The County Manager of Polk County, or his designee, shall have the right to inspect and audit such books, accounts and records of the Special Magistrate to determine their accuracy. If County determines at any time the records of the Special Magistrate do not allow for a proper audit of the services rendered to County, the County Manager of Polk County shall have the right to specify additional bookkeeping and accounting requirements which are reasonably necessary for a proper audit, and the Special Magistrate shall implement same.

6. Billing and invoices for reimbursement shall be submitted to:

ATTENTION: Office Manager

Code Enforcement Unit

P.O. Box 9005, Drawer CS03

Bartow, Florida 33830

Ph.: 863.534.6403

7. The term of this Agreement shall be from the 1<sup>st</sup> day of July 2025 through completion of the Special Magistrate term on the 30<sup>th</sup> day of June 2027.

8. The parties agree that the services to be provided by the Special Magistrate hereunder are personal in nature and shall not be assigned.

9. The County or Special Magistrate may terminate this Agreement without cause upon 30 days written notice to the other party.

10. This Agreement shall be construed in accordance with the laws of the State of Florida and venue shall lie in Polk County, Florida or in the Federal Middle District of Florida, Tampa Division, as appropriate. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other covenants, conditions or provisions contained herein.

11. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the County and Special Magistrate, other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

12. This Agreement contains all of the terms and provisions agreed upon by the parties. Any alterations variations, amendments, waivers, or modifications must be in writing and duly executed by the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have set their hands and seals on the day, month, and year written.

**POLK COUNTY**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
T. R. Wilson, Chairman  
Board of County Commissioners

Date approved by Board: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
County Attorney's Office

**SPECIAL MAGISTRATE**

\_\_\_\_\_  
Tiffany Stanton-Hawks

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