

**APPELLATE CODE ENFORCEMENT SPECIAL MAGISTRATE AGREEMENT**  
**BETWEEN POLK COUNTY AND**  
**THE MALDONADO LAW FIRM, P.A.,**  
**FOR APPELLATE SPECIAL MAGISTRATE SERVICES**

**THIS AGREEMENT** is made by and between **POLK COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and The Maldonado Law Firm, P.A., a Florida corporation (hereinafter referred to as the “Law Firm”).

**WHEREAS**, Polk County Ordinance 07-058 (as amended, the “Ordinance”), requires the County to appoint an appellate special magistrate who will hold a hearing upon the filing of Notice of Appeal by either party who has been subject to hearing pursuant to the Ordinance; and

**WHEREAS**, the Ordinance authorizes the appellate special magistrate 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 appellate special magistrate be an attorney in good standing with the Florida Bar Association, reside in or maintain 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 with the Law Firm for the services of an appellate special magistrate as further described herein, as such services will inure to the benefit of the citizens of the County; and

**WHEREAS**, the stipend provided herein is intended to defray some of the cost and expenses of the Law Firm for providing the services of an appellate special magistrate to the County including, without limitation, administrative time, office supplies and overhead of the Law Firm to provide the services of an appellate special magistrate.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Law Firm agree as follows:

1. The Law Firm will provide to the County the services of David Maldonado (hereinafter referred to as the “Appellate Special Magistrate”) who: (1) is an attorney in good standing with the Florida Bar Association; (2) resides in and has a place of business within Polk County; (3) possesses an outstanding reputation for business and professional ability, civic pride and community development; and (4) does not hold any other elected or appointed office for Polk County, a political subdivision of the State of Florida.
2. The Appellate Special Magistrate shall perform the duties assigned pursuant to the Ordinance and any other applicable Polk County ordinances. Without limiting the generality of the foregoing, the Appellate 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 Law Firm at the rate of one hundred dollars (\$100) per hour for actual time spent by the Appellate Special Magistrate at hearings. Hearings shall mean a hearing set to hear appeals of special magistrate orders in which an agenda is followed and noticed to the public. The County shall compensate the Law Firm at the rate of one hundred dollars (\$100) per hour, with a cap of three (3) hours per case, for actual time spent by the Appellate Special Magistrate for any task completed outside of the hearing that is germane to the hearing of a case including, without limitation, the review of the case file, reviewing the record from the special magistrate hearing, and the drafting and signing of written orders. Notwithstanding the above stated cap, the Appellate Special Magistrate shall complete all necessary tasks outside of the hearing to finalize an appellate order for a case at no additional cost to the County.
4. The Law Firm agrees to submit billing to the County no later than twenty-one (21) days after each case. The Law Firm agrees to submit billing to the County that contains a faithful recitation of time spent to the nearest tenth of an hour. The Law Firm 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 Appellate Special Magistrate services were provided.

5. The Law Firm 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 Law Firm to determine their accuracy. If County determines at any time the records of the Law Firm 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 Law Firm 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> of July 2025 through completion of the Appellate Special Magistrate term on the 30th day of June 2027.
8. The parties deem the services to be provided by the Appellate Special Magistrate are personal in nature and shall not be assigned to other attorneys with the Law Firm.
9. The County or the Law Firm 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 the Law Firm, other than that of independent parties contracting with each other solely to effectuate the provisions of this Agreement. The parties hereto shall be considered 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 both parties. This Agreement supersedes and revokes any agreement between the parties consisting of the same subject matter as this Agreement.

[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: \_\_\_\_\_,  
Chairman  
Board of County Commissioners

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

ATTEST:

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

Approved as to form and legal sufficiency:

By: Noah Wilcox  
County Attorney's Office

**THE MALDONADO LAW FIRM, P.A.**

By: David Maldonado, JD  
David Maldonado

Date: 7-8-25