

Date:

Law Office of Gregg A. Pessin, P.A.  
Address:

**Re: Special Magistrate Retainer Agreement  
Three Year Term Dates:**

Dear Mr. Pessin:

This Retainer Agreement will confirm that you have agreed to serve as a Special Magistrate for the City of Hollywood under the following terms and conditions:

1. You will act as a Special Magistrate for matters including but not limited to code enforcement hearings, vehicle impoundment hearings and traffic detection systems violations for a three year term commencing \_\_\_\_\_ and ending on \_\_\_\_\_, with the City's option to renew for two additional one year periods.

2. You will be compensated for your services on an hourly basis at the rate of \$200.00 per hour, excluding travel time to and from Special Magistrate hearings and meetings.

3. You may bill for actual reasonable out-of-pocket expenses in connection with your Special Magistrate duties, including but not limited to such ordinary expenses as postage, telephone calls (a copy of the telephone bill must be submitted along with the request), photocopy charges (\$.15 per page), faxes (\$1.00 per page), and courier charges.

4. As a Special Magistrate, you will be responsible for the preparation for and attendance at Special Magistrate hearings, reviewing final order(s), and such other duties as the City may assign. Additionally, you will adhere to Chapter 162, Florida Statutes, Chapters 36, 101 and 78 of the City of Hollywood Code of Ordinances, the City of Hollywood's Zoning and Land Development Regulations, as they relate to code enforcement hearings, vehicle impoundment hearings and traffic detection systems violations, the Florida Rules of Civil Procedure and Rules of Evidence, and all other City of Hollywood ordinances relevant to your duties as Special Magistrate.

5. You will submit a detailed invoice to the Department of Financial Services at the end of each month. Invoices shall include the date of the hearing at which you presided, the total number of hours worked, and a brief summary of the work performed. Any reimbursement for out-of-pocket expenses outlined above requires the submission of invoices, bills, receipts, etc.

6. Each invoice will be reviewed and submitted to the Department of Financial Services for processing. In the event there is a question or dispute as to a certain invoice, either the Police Department or the City Attorney's Office will notify you immediately to resolve such matter.

7. This Agreement may be cancelled by the City upon 30 days' prior written notice, with or without cause. Upon such termination, you shall be entitled only to fees and costs earned as of the date of termination. In the event your legal fees reach \$50,000.00, your services will cease until the approval of the City Commission for any expenditure in excess of \$50,000.00 is granted. In the event you deem it necessary to cancel this Agreement, you shall give 30 days' prior written notice to the City Attorney's Office.

8. In connection with the Special Magistrate duties, it is understood and agreed that you shall not represent clients in lawsuits or quasi-judicial or administrative matters involving the City, nor shall you represent any client in a property-related matter with a reasonable potential of becoming a defendant before the Special Magistrate. Further, you shall not receive a referral fee for referring a current or future potential client to another attorney, where such client is pursuing, or intends to pursue, any claim against the City of Hollywood in a court of law, an arbitration or a state or local government administrative proceeding.

Please sign in the space provided below and send the original to the Office of the City Attorney, Douglas Gonzales, City Attorney, in the enclosed self-address envelope. Please retain a copy for your records.

Very truly yours,

Douglas Gonzales  
City Attorney

Agreed to and accepted by:

\_\_\_\_\_  
Gregg A. Pessin

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