

January 24, 2023

Judith Secher, Esq.  
621 N 44th Ave  
Hollywood, FL 33021

Re: Special Magistrate Retainer Agreement  
March 16, 2023 – March 15, 2026

Dear Ms. Secher:

This Retainer Agreement will confirm that you will act as a Code Compliance and Vehicle Impoundment Special Magistrate for the City of Hollywood under the following terms and conditions:

1. It is agreed that you will act as a Special Magistrate for Code Compliance and Vehicle Impoundment for a three (3) year term commencing March 16, 2023 and ending on March 15, 2026, with the City's option to renew for two (2) additional one (1) year periods.
2. It is agreed that you will be compensated for your services on an hourly basis at the rate of \$100.00 per hour, excluding travel time to and from Special Magistrate hearings and meetings.
3. It is agreed that 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 Code Compliance and Vehicle Impoundment Special Magistrate, you will be responsible for preparation for, and attendance at, Special Magistrate hearings, review of the final order(s), and such other duties as the City may assign. Additionally, you will adhere to Chapter 162, Florida Statutes, Chapters 36 and 101 of the City of Hollywood Code of Ordinances, the City of Hollywood's Zoning and Land Development Regulations, as they relate to Code Compliance and Vehicle Impoundment matters, the Florida Rules of Civil Procedure and Rules of Evidence, and all other City of Hollywood ordinances relevant to code compliance and vehicle impoundment.

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5. It is agreed that 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 thirty (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 thirty (30) days' prior written notice to the City Attorney's Office.

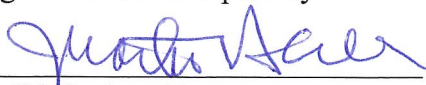
8. In connection with the Special Magistrate duties, it is understood and agreed that you shall not represent clients in lawsuits or quasi-judicial or administrative matters involving the City, nor shall you represent any client in a property-related matter with a reasonable potential of becoming a defendant before the Code Enforcement Board and/or 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 Office of the City Attorney, Douglas Gonzales, City Attorney, in the enclosed self-address envelope. Please retain a copy for your records.

Sincerely,

Douglas Gonzales  
City Attorney

Agreed to and accepted by:

  
\_\_\_\_\_  
Judith Secher, Esq.

Date: 2-1-2023