

October 30, 2017

Judith Secher, Esquire  
621 North 44<sup>th</sup> Avenue  
Hollywood, Florida 33021

Re: Special Magistrate Retainer Agreement  
October 15, 2017 – October 14, 2020

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 October 15, 2017 and ending on October 14, 2020, 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, Vehicle Impoundment and Red Light Camera Special Magistrate, you will be responsible for preparation 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, Vehicle Impoundment, and Red Light Camera matters, the Florida Rules of Civil Procedure and Rules of Evidence, and all other City of Hollywood ordinances relevant to code compliance, vehicle impoundment, and red light cameras.

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 in 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 Finance Office 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 such 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 from 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, 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 hearing or before a state or local government administrative board.

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

Sincerely,

Alan Fallik,  
Acting City Attorney

Agreed to and accepted by:

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

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