



City of Dania Beach FLORIDA

March 24, 2015

Purdy, Jolly, Giuffreda & Barranco, P.A.
Attn: Bruce Jolly, Esquire
2455 East Sunrise Boulevard
Suite 1216
Fort Lauderdale, Florida 33304

RE: Special Magistrate Retainer Agreement-Bruce Jolly

Dear Mr. Jolly,

This Retainer Agreement shall confirm that you agree to act as a Code Enforcement Special Magistrate for the City of Dania Beach (the "City") under the following terms and conditions:

1. Pursuant to the authority provided by City Resolution to be adopted by the City Commission, this will serve as your appointment as a Special Magistrate for Code Enforcement commencing on _____, 2015. You will serve at the pleasure of the City Commission.
2. It is agreed to that you will be compensated for your services on an hourly basis at the rate of One Hundred Twenty-Five Dollars (\$125.00) per hour, excluding travel time to and from Special Magistrate hearings and meetings.
3. It is also agreed to that you may bill for reasonable out-of-pocket expenses in connection with our Special Magistrate duties, including but not limited to, such ordinary expenses as postage, telephone calls (a copy of the telephone bill must be submitted with the request), photocopy charges (\$0.15 per page) and courier charges.
4. As a Code Enforcement Special Magistrate, you will be responsible for the preparation for and attendance at scheduled Special Magistrate Hearings, review of the final order(s) and such other duties as the City may assign to you. Additionally, you shall adhere to Chapter 162, Florida Statutes, Chapter 2, of the City Code of Ordinances and the City's Zoning and Land Development Codes as they relate to Code Enforcement matters, the Florida Rules of Civil Procedure, Rules of Evidence, and all other City ordinances relevant to Code Enforcement.

"Broward's First City"

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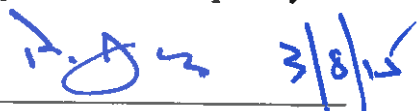
5. It is further agreed to that you must submit a detailed invoice to the City Code Enforcement Department, Attention: Eric Walton, Code Compliance Manager, within fifteen (15) days after the end of the preceding month. Invoices shall include the date of the hearing over which you presided, the total number of hours worked (rounded to the nearest tenth), and a brief summary of the work performed. Any reimbursement of out-of-pocket expenses outlined above requires the submission of invoices, bills and receipts. If any errors are discovered in any invoice, City will inform you and will request revised copies of such invoices. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions, and the parties agree to cooperate by promptly conferring to resolve the disputed portion of the invoice.
6. This Agreement may be cancelled by the City upon five (5) 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 you deem it necessary to cancel this Agreement, you shall give thirty (30) days' prior written notice to the City Attorney's office.
7. In connection with the Special Magistrate duties, it is understood and agreed to that you shall neither represent clients in lawsuits, quasi-judicial proceedings, or administrative matters involving the City, nor shall you represent any client in a property-related matter with a reasonable potential of becoming a respondent before the Code Enforcement Board, a Special Magistrate, or both, so long as you serve as Special Magistrate for the City. Further, you shall not receive a referral fee for referring a current or future potential client to another attorney, if such client is pursuing or intends to pursue any claim against the City in a court of law, any arbitration hearing, or before a state or local government administrative board.
8. The City will indemnify and defend you in your capacity as a Special Magistrate for Municipal Code Enforcement proceedings from any cause of action that may arise from the performance of your duties as Special Magistrate on behalf of the City, within the scope and course of your employment.

Very truly yours,

Thomas J. Ansbro, City Attorney

Date: _____, 2015

Agreed to and accepted by:

 3/8/15

Signature

Bruce Jolley

PRINT Name