



AGENDA ITEM REQUEST FORM

Item No. 13e

Town Manager

Connie Hoffmann *CH*

Town Manager

REGULAR
COMMISSION MTG
Meeting Dates - 7:00 PM

DEADLINE TO
Town Clerk

ROUNDTABLE
MEETING
Meeting Dates -- 7:00 PM

DEADLINE TO
Town Clerk

- April 27, 2011
- May 24, 2011
- June 28, 2011
- July 26, 2011

- April 15 (5:00 pm)
- ** (5:00 pm)
- ** (5:00 pm)
- ** (5:00 pm)

- April 12, 2011
- May 10, 2011
- June 14, 2011
- July 12, 2011

- April 1 (5:00 pm)
- ** (5:00 pm)
- ** (5:00 pm)
- ** (5:00 pm)

*Subject to Change

- | | | | |
|--|---|---------------------------------------|--|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Quasi Judicial | <input type="checkbox"/> Old Business | <input checked="" type="checkbox"/> New Business |

SUBJECT TITLE: Resolution Authorizing An Agreement with Thomas J. Ansbro to serve as a Code Enforcement Special Magistrate for the Town.

EXPLANATION: Under Section 6.5-2 of the Code, the Town is required to retain one or more Special Magistrates to preside over code enforcement hearings. On May 13, 2008, the Commission authorized the Town Manager to execute an Agreement for Special Magistrate Services with Gordon B. Linn, Esq. ("Linn"). Currently, Linn is the only Special Magistrate for the Town.

Recently, Linn suggested that the Town retain an additional Special Magistrate to preside over code enforcement hearings in the event of a conflict of interest or scheduling conflict. A second Special Magistrate can serve either as a substitute when a conflict arises (as Linn suggested) or as an alternate in an ongoing rotation system.

At the April Roundtable meeting the Commission agreed with retaining a second magistrate. The Town Attorney recommends, and the Town Manager concurs, with the selection of Thomas J. Ansbro as the second magistrate. Tom is the City Attorney of Dania Beach.

RECOMMENDATION: Adopt the resolution

EXHIBIT: Agreement for Special Magistrate Services with Thomas J. Ansbro, Esq.

Reviewed by Town Attorney
 Yes No

Town Manager Initials *CH*

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RESOLUTION 2011-13

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPROVING AN AGREEMENT FOR
SPECIAL MAGISTRATE SERVICES WITH THOMAS J.
ANSBRO, ESQ.; AND PROVIDING AN EFFECTIVE DATE.**

9 **WHEREAS**, under Section 6.5-2 of the Code, the Town is required to retain one or more
10 Special Magistrates to preside over code enforcement hearings; and

11 **WHEREAS**, on May 13, 2008, the Town retained Gordon B. Linn, Esq. to serve as a
12 Special Magistrate; and

13 **WHEREAS**, the Town Commission finds that it is in the best interest of the Town to
14 retain an additional Special Magistrate to avoid conflicts of interest and other issues that may
15 arise; and

16 **WHEREAS**, the Town finds that Thomas J. Ansbro, Esq. meets the educational and
17 experience requirements of Section 6.5-2 of the Code of Ordinances; and

18 **WHEREAS**, the Town seeks to retain Mr. Ansbro as a Special Magistrate, as further
19 specified in the Agreement for Special Magistrate Services attached hereto as Exhibit "A."

20 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
21 THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**

22 **Section 1. Recitals.** Each "WHEREAS" clause set forth is true and correct, and
23 herein incorporated by this reference.

24 **Section 2. Execution of Agreement.** The Town Manager is hereby authorized to
25 execute on behalf of the Town the Agreement for Special Magistrate Services (the "Agreement")
26 with Thomas J. Ansbro, Esq. in the form attached hereto as Exhibit "A" with such non-material
27 changes as may be approved by the Town Manager and Town Attorney, and such other
documents necessary to implement the terms of the Agreement.

28 **Section 3. Authorized Individuals.** The Town Manager or designee and the Town
29 Attorney are authorized to take all actions necessary to implement the terms of the Agreement.

30 **Section 4. Effective Date.** This resolution shall become effective immediately upon
31 its passage.

32 **PASSED AND ADOPTED** this _____ day of _____, 2011.

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Mayor Roseann Minnet

Attest:

Town Clerk June White, CMC
(CORPORATE SEAL)

45 APPROVED AS TO FORM:

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51 Town Attorney Susan L. Trevarthen
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**AGREEMENT FOR SPECIAL
MAGISTRATE SERVICES**

THIS AGREEMENT, made and entered into the _____ day of _____, 2011, by and between:

TOWN OF LAUDERDALE-BY-THE-SEA, A Florida municipal corporation, with offices located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida (hereinafter referred to as "TOWN"),

and

THOMAS J. ANSBRO, ESQ., of 6529 N.W. 103rd Terrace, Parkland, FL 33076 (hereinafter referred to as "SPECIAL MAGISTRATE").

W I T N E S S E T H:

WHEREAS, Chapter 162, Florida Statutes, provides that municipalities may contract with a Special Magistrate as an alternative method of hearing code enforcement cases; and

WHEREAS, the TOWN also retains a SPECIAL MAGISTRATE to hear parking cases; and

WHEREAS, the SPECIAL MAGISTRATE is not a charter officer of the Town of Lauderdale-By-The-Sea; and

WHEREAS, the SPECIAL MAGISTRATE is not an officer pursuant to Article II, Section 5(a) of the Florida Constitution; and

WHEREAS, the SPECIAL MAGISTRATE serves at the pleasure and at the will of the Town Commission of TOWN; and

WHEREAS at its meeting of _____, 2011, the Town Commission of TOWN authorized the Town Manager to execute an Agreement for Special Magistrate Services with Thomas J. Ansbro, Esq., as SPECIAL MAGISTRATE for parking and code enforcement cases; and

WHEREAS, TOWN and SPECIAL MAGISTRATE wish to enter into this Agreement in order to set out the terms and conditions of employment related to this appointment.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and SPECIAL MAGISTRATE, agree as follows:

SECTION 1. Recitals.

The above recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this section.

SECTION 2. Services.

(A) SPECIAL MAGISTRATE agrees to provide special magistrate services by adjudicating code enforcement cases that may be assigned to SPECIAL MAGISTRATE by TOWN, on an as needed basis.

SPECIAL MAGISTRATE is authorized to hear cases involving, but not limited to, parking, vacant properties, multi-family residential properties, neighborhood preservation, non-residential properties and cases involving an immediate threat to health and safety.

(B) SPECIAL MAGISTRATE agrees that at the conclusion of each hearing a written order, which shall include findings of fact and conclusions of law, shall be promptly prepared by TOWN, reviewed and signed by SPECIAL MAGISTRATE, and furnished to the parties. The above notwithstanding, SPECIAL MAGISTRATE acknowledges and agrees that the Orders shall be drafted by the Special Magistrate's Clerk for review and execution by SPECIAL MAGISTRATE unless otherwise agreed by the parties. TOWN shall be responsible for furnishing a copy of the Order to the applicable parties.

(C) SPECIAL MAGISTRATE is an independent contractor under this Agreement. Services provided by SPECIAL MAGISTRATE shall not be as an officer or employee of TOWN.

(D) SPECIAL MAGISTRATE acknowledges that he is a member in good standing of the Florida Bar engaged in the practice of law. Further, SPECIAL MAGISTRATE acknowledges that he has no existing client relationship, which would pose a conflict of interest to his service as a SPECIAL MAGISTRATE for TOWN

SECTION 3. Payment.

(A) TOWN agrees to pay SPECIAL MAGISTRATE One Hundred Dollars (\$100.00) per hour or fractional part thereof for time spent by the SPECIAL MAGISTRATE in preparation and research for special magistrate hearings, for attendance at said hearings, and if required, for drafting appropriate orders and documents which result from such hearings.

(B) SPECIAL MAGISTRATE agrees to provide TOWN with a monthly invoice outlining the services provided and time billed as SPECIAL MAGISTRATE under the conditions set out in this agreement. Said invoice shall be submitted to Connie Hoffmann, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308.

(C) Payment for the SPECIAL MAGISTRATE's services shall be made monthly to:

THOMAS J. ANSBRO, ESQ.
6529 N.W. 103rd Terrace
Parkland, FL 33076

SECTION 4. Terms of Agreement.

(A) This Agreement shall be effective upon the approval of the Town Commission and shall be effective until terminated by the TOWN. This Agreement with the SPECIAL MAGISTRATE may be terminated at any time by the Town Commission and without cause. The SPECIAL MAGISTRATE acknowledges that he serves at the will and pleasure of the Town Commission.

(B) The Agreement may be terminated by either party at will upon thirty (30) calendar days' written notice to the other party.

SECTION 5. Amendments, Assignments.

(A) No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

(B) SPECIAL MAGISTRATE agrees that the services provided in this Agreement are personal in nature and may not be assigned or transferred to any other party without the prior consent of TOWN.

(C) The TOWN will indemnify and defend the SPECIAL MAGISTRATE in his capacity as a Special Magistrate for Code Enforcement and Parking Violation cases, from any cause of action that may arise from the performance of duties as SPECIAL MAGISTRATE on behalf of the TOWN, and within the scope and course of each employment.

IN WITNESS WHEREOF, the TOWN OF LAUDERDALE-BY-THE-SEA and Thomas J. Ansbro, Esquire, SPECIAL MAGISTRATE, have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

**TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA**

Roseann Minnet, Mayor

Approved as to form:

Attest:

Susan L. Trevarthen, Town Attorney

June White, Town Clerk

SPECIAL MAGISTRATE

Thomas J. Ansbro, Esquire
5629 N.W. 103rd Terrace
Parkland, FL 33076

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by THOMAS J. ANSBRO, ESQUIRE. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number