



Item No. 13d

LAUDERDALE • BY • THE • SEA

Agenda Item Memorandum

**Town Manager**

Commission

**Connie Hoffmann**

Commissioner

<b>COMMISSION MEETING DATE - 7:00 PM</b>	<b>Deadline to Town Clerk</b>
<input checked="" type="checkbox"/> Sept 24 - Regular Meeting 7:00 PM	

\*Subject to Change

- Presentation       Reports       Consent       Ordinance
- Resolution       Quasi-Judicial       Old Business       New Business

**FY2012 DESIGNATED HIGH PRIORITY ITEM - PRIORITY TOPIC**

**SUBJECT TITLE: Resolution 2012-44 for Retention of Second Code Enforcement Special Magistrate**

**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 April 27, 2011, the Commission authorized the Town Manager to execute an Agreement for Special Magistrate Services with Thomas J. Ansbro, Esq. Currently Mr. Ansbro is the only Special Magistrate for the Town, following the resignation of prior special magistrate Gordon Linn.

The Town Attorney and I agree that it is advisable to 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, or as an alternate in an ongoing rotation system. The Town Attorney recommends, and I concur with, the appointment of Jeffrey P. Sheffel, Esq. as the second Special Magistrate

Mr. Sheffel is a municipal attorney, and has served as an assistant city attorney or city attorney for cities in Broward County for over twenty years. He meets the requirements of the Code for special magistrates.

Mr. Sheffel cannot provide services on the current hearing date on the third Wednesday of the month (at 1:30 pm) and Mr. Ansbro also prefers not to have code hearing that day. We propose moving the Special Magistrate Hearing to the third Monday of the month at 4:00 pm. We believe the later starting time maybe more convenient for people taking time off work to attend the hearing.

**RECOMMENDATION:** We recommend approval of Resolution 2012-44 (**Exhibit 1**), which authorizes an Agreement for Special Magistrate Services with Jeffrey P. Sheffel.

**EXHIBIT:** 1. Resolution 2012-44 (Agreement with Jeffrey P. Sheffel, Esq.)

**FISCAL IMPACT AND APPROPRIATION OF FUNDS:** No change anticipated

Reviewed by Town Attorney  
 Yes       No

Town Manager Initials CH



27 changes as may be approved by the Town Manager and Town Attorney, and such other  
28 documents necessary to implement the terms of the Agreement.

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

31 **Section 4. Effective Date.** This Resolution shall become effective immediately upon  
32 its passage.

33 **PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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\_\_\_\_\_  
Mayor Roseann Minnet

Attest:

44 \_\_\_\_\_  
45 Town Clerk June White, CMC  
46 (CORPORATE SEAL)

47 APPROVED AS TO FORM:  
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51 \_\_\_\_\_  
52 Town Attorney Susan L. Trevarthen  
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**AGREEMENT FOR SPECIAL  
MAGISTRATE SERVICES**

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**THIS AGREEMENT**, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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

**JEFFREY P. SHEFFEL, ESQ.**, of 515 South Crescent Drive, #302, Hollywood, Florida 33021 (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, including cases related to public nuisance; and

**WHEREAS**, the TOWN also retains a SPECIAL MAGISTRATE to hear parking cases 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 \_\_\_\_\_, 2012, the Town Commission of TOWN authorized the Town Manager to execute an Agreement for Special Magistrate Services with Jeffrey P. Sheffel, 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, public nuisance, 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:

**JEFFREY P. SHEFFEL, ESQ.**  
515 South Crescent Drive, #302  
Hollywood, Florida 33021

**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 Jeffrey P. Sheffel, 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**

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Roseann Minnet, Mayor

Approved as to form:

Attest:

\_\_\_\_\_  
Susan L. Trevarthen, Town Attorney

\_\_\_\_\_  
June White, Town Clerk

**SPECIAL MAGISTRATE**

\_\_\_\_\_  
Jeffrey P. Sheffel, Esquire  
515 South Crescent Drive, #302  
Hollywood, Florida 33021

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by JEFFREY P. SHEFFEL, ESQUIRE. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number