

RESOLUTION 2001-3

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING A SPECIAL MASTER TO PRESIDE IN CODE ENFORCEMENT MATTERS AS PROVIDED FOR IN CHAPTER 162, FLORIDA STATUTES AND IN OTHER MATTERS AS ASSIGNED BY THE TOWN COUNCIL AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Town Council of the Town of Southwest Ranches has adopted Ordinance Number 2001-1 during its November 9, 2000 meeting; and

WHEREAS, the Town Council is desirous of appointing a Special Master to hear matters pertaining to code enforcement and other matters as may be assigned by the Town Council;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: That the following individual is appointed to hear matters pertaining to code enforcement and other matters as authorized by the Town Council:

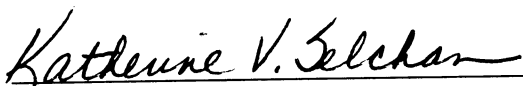
1. Eugene Steinfeld

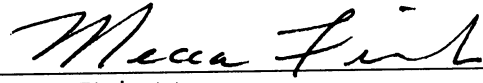
Section 2: Compensation of the Special Master is set at \$100.00 per hour.

Section 3: This Resolution shall take effect immediately upon its adoption.

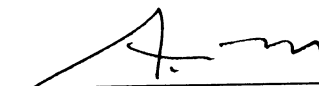
ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 9th day of November, 2000.

ATTEST:

  
Katherine V. Selchan  
Interim Town Clerk

  
Mecca Fink, Mayor

Approved as to Form and Correctness:

  
Gary A. Poliakoff, J.D., Town Attorney

AGREEMENT

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of November, 2000 by and between the Town of Southwest Ranches, a Florida municipal corporation, hereinafter referred to as "TOWN" and Eugene Steinfeld, Esquire, an individual, hereinafter referred to as "SPECIAL MASTER".

WHEREAS, the TOWN and SPECIAL MASTER desire to enter into an Agreement wherein Eugene Steinfeld, Esquire shall act in the capacity of Special Master in code enforcement related matters within the jurisdictional boundaries of the TOWN;

WHEREAS, Chapter 162, Florida Statutes, provides that municipalities may appoint Special Masters as an alternative method of hearing code enforcement issues;

WHEREAS, the Town Council has appointed Eugene Steinfeld, Esquire as SPECIAL MASTER for code enforcement cases;

WHEREAS, the TOWN and Eugene Steinfeld, Esquire wish to enter into this Agreement in order to set out the terms and conditions under which Eugene Steinfeld will serve as SPECIAL MASTER.

NOW, therefore, in consideration of the terms and conditions hereafter set forth and the mutual promises set forth herein, TOWN and SPECIAL MASTER agree as follows:

1. SERVICES:

A. SPECIAL MASTER hereby agrees to provide Special Master services for TOWN by adjudicating code enforcement issues that may be assigned to SPECIAL MASTER by TOWN.

B. SPECIAL MASTER hereby 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 and furnished to all parties.

C. SPECIAL MASTER hereby acknowledges that he is an independent contractor under this Agreement. Services provided by SPECIAL MASTER shall not be construed such that SPECIAL MASTER is an officer or an employee of the TOWN.

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

2. PAYMENT:

A. TOWN hereby agrees to pay SPECIAL MASTER \$100.00 per hour or the fractional part thereof for time spent by the SPECIAL MASTER for attendance at said hearings and \$100.00 per hour for any other work including, but not limited to, preparation and research for Special Master hearings and for drafting appropriate orders and documents which result from said hearings.

B. SPECIAL MASTER hereby agrees to provide the TOWN and the Town Administrator with a monthly invoice outlining the services provided as contemplated by the herein Agreement and the time billed as Special Master under the conditions set forth herein.

C. Payment shall be mailed by TOWN to SPECIAL MASTER at:

Eugene Steinfeld, Esquire  
580 Pebble Creek Way  
Plantation, FL 33324

3. TERMS OF AGREEMENT:

A. This Agreement shall commence and be effective upon the date of approval by the Town Council.

B. This Agreement may be terminated by either party at will upon thirty (30) days written notice to the other party. The SPECIAL MASTER hereby agrees that he shall, however, complete any hearings and complete written orders as to any code enforcement case for which hearings have commenced and/or completed.

4. ASSIGNMENTS:

SPECIAL MASTER hereby agrees that the service provided in this Agreement are personal in nature and may not be assigned or transferred to any other party without the prior written consent of TOWN.

5. AMENDMENTS:

No modification or amendment of this Agreement shall be effective unless the same is undertaken in a written document executed with the same formality as the herein Agreement and approved by the Town Council.

IN WITNESS WHEREOF, the parties have made and entered into this Agreement.

Attest:

Katherine V. Selchan  
Katherine Selchan  
Interim Town Clerk

Jim Ward  
Jim Ward, Acting  
Town Administrator

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Town of Southwest Ranches

By: Mecca Fink  
Mecca Fink, Mayor

Approved as to Form

By: Gary A. Poliakoff  
Gary A. Poliakoff, J.D.  
Town Attorney

Eugene Steinfeld  
Eugene Steinfeld, Esq.  
Special Master