



September 30, 2020

Mr. Victor H. De Yurre
Attorney at Law
6780 Coral Way
Miami, FL 33155

Albert P. Childress
Office of the City Manager
City Manager

Re: Special Magistrate Agreement – Fiscal Year 2020-2021

Dear Mr. De Yurre:

This letter is intended to serve as an agreement between the City of Doral and yourself with respect to you serving as an appointed Special Magistrate for the period of October 1 2020 to September 30, 2021. Attached is a copy of Ordinance or resolution which establishes the Special Magistrate's duties. In the capacity of Special Magistrate, you will be acting as an independent contractor. You shall provide services on a monthly basis and as payment for services; you are to receive \$200.00 per hour, with a minimum for two (2) hours. Further consideration shall include insurance coverage for you as Special Master under the "Public Entity" liability insurance (\$5 Million); and shall provide legal representation for you as Special Magistrate and for any and all actions/suits/etc..., related to your official actions and rulings.

You recognize and agree that you are an independent contractor and shall be treated as such for all purposes. Nothing contained in this letter or any of the action of the parties, shall be construed to constitute you as an employee, partner, agent, officer or any other capacity other than as an independent contractor. In addition to your obligations set forth herein and in the attached ordinance, you shall be responsible for any and all expenses incurred in the performance of your duties including the cost of transportation, office supplies, telephone calls and other out of pocket expenses.

This agreement is subject to termination at will by the City Manager. In the event you wish to terminate the agreement, you shall provide the City with thirty (30) days written notice.

You are obligated to notify the City in writing within ten (10) days of receipt of a scheduled matter for hearing of your inability to serve as Special Magistrate due to a conflict of interest, schedule or other reason.

If you accept the terms of this agreement, please execute both copies of the agreement in the space indicated below and return one copy to my office.

On behalf of the Mayor and City Council, I wish to express our sincere appreciation for your willingness to serve as Special Magistrate. My staff and I look forward to working with you. If you have any questions, please feel free to contact me at any time.

Sincerely,

Albert P. Childress
City Manager

I agree with the above stated terms.

I disagree with the above stated terms.



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