

## **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida (hereinafter "City") and Derek A. Schroth (hereinafter "Hearing Officer").

## **WITNESSETH:**

WHEREAS, the City is desirous of retaining the services of Hearing Officer to serve as a hearing officer for the City pursuant to Chapter 2, Part XXXII, Orlando City Code; and

WHEREAS, the City and Hearing Officer are desirous of establishing and maintaining a contractual relationship for providing these services; and

WHEREAS, it is the purpose of this Agreement to set forth clearly the understanding and agreement of the parties with respect to the above matter.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Hearing Officer hereby agree as follows:

1. City hereby engages Hearing Officer to serve as a hearing officer for the City pursuant to Chapter 2, Part XXXII of the Orlando City Code, including, but not limited to, holding hearings, reviewing memoranda, drafting proposed orders and such other services as appropriate (hereinafter "Services").
2. In consideration of the Services to be rendered by Hearing Officer the City hereby agrees to pay Hearing Officer the hourly rate of One Hundred Forty Dollars (\$140.00) plus direct expenses (long distance telephone, postage, etc). The Hearing Officer shall submit itemized bills to the City at the end of each month in which Services were rendered for Services rendered and costs incurred.
3. The Hearing Officer shall bill only for the time utilized in providing Services. The Hearing Officer shall not bill for travel time. If the Hearing Officer's residence and principal office are located more than fifty (50) miles from City Hall, 400 S. Orange Avenue, Orlando, Florida, 32801-3302 (hereinafter "City Hall"), then the Hearing Officer may bill for mileage at the then

prevailing City rate. In no event shall the Hearing Officer bill for, nor the City pay for, mileage for travel to or from locations outside of the State of Florida. Also, if the Hearing Officer's principal residence and principal office are located more than fifty (50) miles from the City Hall, in the event of a multi-day hearing, the Hearing Officer may bill per diem at the then prevailing City rate and for hotel costs, subject to the City's prior approval of the hotel rate. In no event shall the Hearing Officer bill for, nor the City pay for, any hotel stays over a Friday or Saturday night.

4. The term of this Agreement shall commence upon the date of execution by all parties and shall automatically terminate 3 years from the date of execution. This Agreement may be terminated at any time after execution upon written notice from either party to the other party hereunder.

5. There shall be no obligation upon the City to request any Services of the Hearing Officer. Any work shall be procured on an as-needed basis.

6. Any notice permitted or required hereunder shall be in writing via First Class United States Mail, addressed as follows:

City: City of Orlando  
400 South Orange Avenue  
Orlando, Florida 32801-3302  
ATTN: Cynthia E. Sanford

Hearing Officer: Derek A. Schroth  
600 Jennings Avenue  
Eustis, Florida 32726

7. This Agreement constitutes the entire agreement between the parties and no other agreement or representations, written or oral, between the parties not embodied herein shall be of any force or effect.

8. Any amendment to this Agreement shall be in writing and executed by the City and Hearing Officer.

9. The location for the settlement of any dispute arising out of this agreement shall be Orange County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF ORLANDO:

By: \_\_\_\_\_  
Mayor/Pro Tem

ATTEST:

\_\_\_\_\_  
Amy T. Iennaco, City Clerk

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance by the City of Orlando,  
Florida, only.

\_\_\_\_\_, 2016.

\_\_\_\_\_  
Assistant City Attorney

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HEARING OFFICER:

\_\_\_\_\_  
Derek A. Schroth

WITNESSES:

Sign Name: Teresa Anderson  
Print Name: TERESA ANDERSON

Sign Name: Sasha Garcia  
Print Name: SASHA GARCIA

STATE OF FLORIDA  
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 16th day of February, 2016 by Derek A. Schroth, who is personally known to me or who produced \_\_\_\_\_ as identification and acknowledged before me that he/she executed the foregoing instrument.

WITNESS my hand and official seal this 16th day of February, 2016.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

