

RESOLUTION NO. 03-21

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY AND RODRIGUEZ, TRUEBA & COMPANY P.A. FOR INTERIM FINANCE DIRECTOR SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 21, 2003, the City Council of the City of Doral (the "City") authorized the Interim City Manager to negotiate an agreement with a firm or individual(s) to serve as the City's Interim Finance Director and provide assistance to the City in the preparation of its 2002-2003 and 2003-2004 budgets, and assist the City with accounting and municipal finance services; and

WHEREAS, the Interim City Manager has negotiated an agreement with Rodriguez, Trueba & Company, P.A. to serve as the City's Interim Finance Director; and

WHEREAS, the City Council desires to approve an agreement between the City and Rodriguez, Trueba & Company, P.A. for Interim Finance Director services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Agreement. The Agreement between the City and Rodriguez, Trueba & Company, P.A. for Interim Finance Director services, attached as Exhibit "A" together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 3. Execution of Contract. The Mayor is authorized to execute the contract on behalf of the City.

Section 4. **Effective Date.**

This resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Cabrera, who moved its adoption. The motion was seconded by DiPietro and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez
Vice Mayor Peter Cabrera
Councilmember Michael DiPietro
Councilmember Sandra Ruiz
Councilmember Robert Van Name

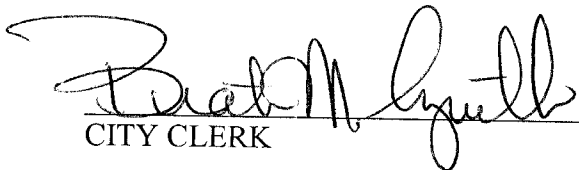
Yes
Yes
Yes
Yes
Yes

PASSED and ADOPTED this 3rd day of September, 2003.



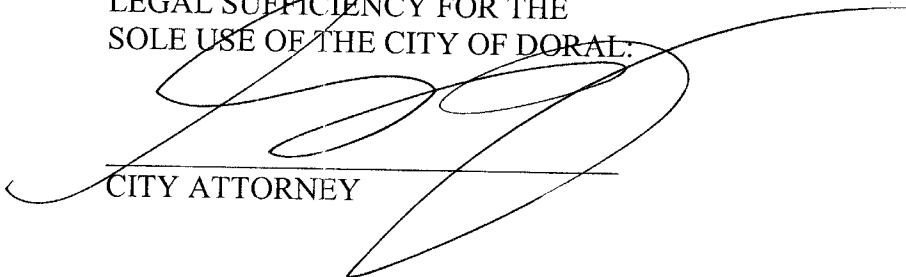
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL:



CITY ATTORNEY

RODRIGUEZ, TRUEBA & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

MARIANO J. RODRIGUEZ, C.P.A.
CARLOS M. TRUEBA, C.P.A.

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

IA INTERNATIONAL 

August 28, 2003

Hon. Juan Carlos Bermudez and
Members of the City Council, and
Mr. Joe I. Rasco – City Manager
City of Doral
Doral, Florida

Dear Mayor, Councilpersons and Mr. Rasco:

Pursuant to the resolution which was unanimously passed in the commission meeting of August 21, 2003 we submit our engagement letter for providing governmental accounting and consulting services to the City of Doral, Florida (the "City"). This engagement letter sets forth the engagement's objectives, documents the procedures for conducting this engagement, identifies the City's and our responsibilities, and provides our estimated fees.

ENGAGEMENT OBJECTIVE

The engagement's objective is to provide the City of Doral with such accounting and consulting services as to fulfill those needs served by the City's Finance Department. These services include, but are not limited to:

- Functions leading to monthly financial statements.
- Budgeting
- Actual work dealing with cash transactions.
- Procurement functions.
- Finance and treasury
- Preparation of audit workpapers
- Internal audit function
- Information technology

As an added objective of our engagement, we will keep an attitude of transition while carrying out our work. This means that we will provide professional assistance and training to all personnel that will become part of the permanent finance department team. We look forward to meeting our objectives with the help of the City. We are sure that working as a team we will make this a rewarding experience.

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT (the "Addendum") dated this _____ day of _____, 2003, by and between the City of Doral, a Florida municipal corporation (the "City"), and RODRIGUEZ, TRUEBA & COMPANY, CPA ("Trueba"), supplements the Engagement letter dated August 28, 2003 (the "Engagement Letter").

1. **Addendum Modifies Engagement Letter.**

1.01 This Addendum shall supercede any and all conflicting provisions of the Engagement Letter.

2. **Term.**

2.01 Upon approval by the City Council and execution by the Mayor, the term shall commence effective August 21, 2003 and extend for a period of six months, unless the term is extended by mutual agreement of the parties.

3. **Termination.**

3.01 Either party may terminate this Agreement for convenience. Unless waived in writing by both parties, the terminating party shall provide written notice of termination at least 30 days prior to the effective date of termination.

4. **Insurance.**

4.01 Trueba understands and agrees to provide all services herein solely as an independent contractor and not as an employee, agent or servant of the City. Trueba understands that it or its principals or employees will not be entitled to any health insurance, worker's compensation coverage or other benefits that may be applicable to employees of the City.

4.02 Trueba will be required to maintain Professional Liability insurance in an amount acceptable to the City Manager and Workers Compensation insurance for its employees in accordance with Chapter 440, Florida Statutes.

5. **Indemnification.**

5.01 Trueba shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Trueba's negligence, tortuous acts, unlawful conduct or non-performance of any provision of this Addendum or the Engagement Letter including, but not limited to, liabilities arising from contracts between Trueba and third parties made pursuant to this Addendum or the Engagement Letter. Trueba shall reimburse the City for all its expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for