

RESOLUTION NO. 09 – 85

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A. FOR THE PROVISION OF ATTORNEY SERVICES FOR THE CITY OF DORAL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 10th, 2009, the Mayor, as per the City Charter, nominated the law firm of Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. (Stearns Weaver, et al.) to provide City Attorney services for the City of Doral; and

WHEREAS, the City Council unanimously approved Stearns, Weaver, et al. as the City Attorneys for the City of Doral; and

WHEREAS, during the June 29th, 2009 Special Council Meeting, the City Attorney presented the Council with a proposed contract for City Attorney services for the City of Doral herein presented as Exhibit "A."

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

Section 1. The City of Doral hereby authorizes the City Manager to enter into an agreement with Stearns Weaver, et al. for the provision of City Attorney services for the City of Doral as presented herein as Exhibit "A."

Section 2. This Resolution shall be effective immediately upon adoption.

The foregoing Resolution was moved for adoption by Councilwoman Ruiz. The motion was seconded by Councilman Cabrera and upon being put to a vote, the vote was as follows:

Councilman Pete Cabrera	Yes
Councilwoman Sandra Ruiz	Yes
Councilman Robert Van Name	Yes
Vice Mayor Michael DiPietro	Yes
Mayor Juan Carlos Bermudez	Yes

PASSED and ADOPTED this 29th day of June, 2009



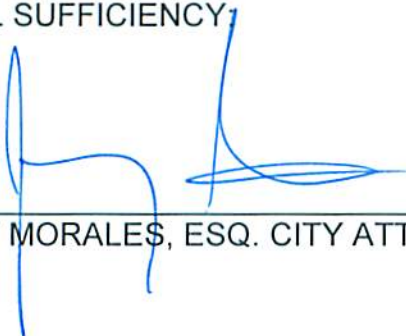
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JIMMY MORALES, ESQ. CITY ATTORNEY

EXHIBIT “A”

**INDEPENDENT CONTRACTOR PROFESSIONAL
SERVICES CONTRACT**

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES CONTRACT is made and entered into in duplicate in Miami-Dade County, Florida, this 29th day of June, 2009, by and between the CITY OF DORAL, a Florida municipal corporation, hereinafter referred to as "CITY", being party of the first part, and Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., hereinafter referred to as "FIRM", party of the second part.

IN CONSIDERATION of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed, promised and covenanted as follows:

1.0 CITY does hereby agree to employ and accordingly does employ FIRM, and FIRM does hereby agree to accept and does accordingly accept employment by the CITY in the capacity of "City Attorney" of the City of Doral, Miami-Dade County, Florida, all in accordance with the terms and conditions and provisions of said employment as set forth hereinafter.

2.0 This Independent Contractor Professional Services Contract is terminable by either CITY or FIRM at any time on sixty (60) days written notice to the other party. However, at CITY's option, and if so requested by CITY, FIRM shall continue to provide the professional services contemplated herein pending the appointment/employment of his successor if such appointment/employment requires more than sixty (60) days, and provided that CITY exerts reasonable efforts during said sixty (60) days to seek and select his said successor. In addition, the parties may terminate this Contract at any time and on any agreed basis by mutual consent of all parties, the same reduced to writing and properly executed by all parties hereto.

3.0 FIRM agrees to attend all regular and special meetings of the City Council and to attend any meeting of any official City board, committee or commission when specifically requested to attend and to perform any and all legal services of whatever kind or nature, including office practice and litigation, required or requested of FIRM by CITY for the City of Doral and the agents, servants and/or employees thereof (when same are acting in their official capacity(ies) on behalf of the City of Doral) during the term of this Contract, subject only to the conditions otherwise set forth herein. All legal services to be performed by FIRM hereunder shall be rendered in the manner set forth in the Charter of the City of Doral. CITY understands and agrees that when FIRM cannot attend a meeting, FIRM will ensure representation of CITY at CITY's meetings.

4.0 As full payment and compensation for FIRM's services hereunder, CITY shall pay to FIRM and FIRM agrees to accept from CITY the hourly rate of one hundred seventy and xx/100 dollars (\$170.00) which shall be invoiced on a monthly basis.

5.0 In addition to the compensation for professional services as set forth above, FIRM shall be permitted to submit to the CITY on a monthly basis for payment by CITY to FIRM an invoice for all reasonable and necessary legal expenses incurred on behalf of the CITY, such as court costs and filing fees, messenger services, and photocopying and facsimile costs not performed by the CITY. The foregoing constitutes reimbursement of expenses to FIRM and not fees for services as contemplated hereunder. FIRM may also request these costs be paid directly by CITY to the billing party, agency or vendor upon their original invoice or billing statement rather than on a reimbursement basis including reimbursement for library books and supplements owned by the CITY and in possession of the FIRM.

6.0 This Independent Contractor Professional Services Contract sets forth the entire agreement between the parties hereto. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Contract shall be binding upon any of the parties hereto unless reduced to writing and properly signed and executed.

ATTEST:

CITY OF DORAL, FLORIDA

Barbara Herrera
BARBARA HERRERA, City Clerk

Juan Carlos Bermudez
JUAN CARLOS BERMUDEZ, Mayor

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the 15th day of July, 2009, by Juan Carlos-Bermudez and Barbara Herrera, Mayor and City Clerk, respectively.



Kristha Gomez
Notary Public, State of Florida

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.



JIMMY MORALES, Shareholder

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the 15th day of July, 2009, by Jimmy Morales, Shareholder of Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.



Notary Public, State of Florida

