

RESOLUTION NO. 09 – 86

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 JOHN J. HEARN, P.A. FOR THE PROVISION OF SPECIAL COUNSEL SERVICES FOR THE CITY OF DORAL AND FOR THE PROVISION OF POLICE LEGAL ADVISORY SERVICES FOR THE CITY OF DORAL POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral seeks Special Counsel services for the City of Doral and Police Legal Advisory services for the City of Doral Police Department; and

WHEREAS, it is in the interest of the City to enter into an agreement with John J. Hearn, P.A., who served as the City's former City Attorney, to provide said Special Counsel services and act as the Police Legal Advisor for the City of Doral Police Department under the terms and conditions presented herein 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 John J. Hearn, P.A. for the provision of Special Counsel services for the City of Doral and for the provision of Police Legal Advisory services for the City of Doral Police Department under the terms and conditions as presented herein as Exhibit "A."

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

The foregoing Resolution was moved for adoption by Vice Mayor DiPietro. The motion was seconded by Councilman Van Name and upon being put to a vote, the vote was as follows:

Councilman Pete Cabrera	No
Councilwoman Sandra Ruiz	No
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 JOHN J. HEARN, as a member of the law firm of the Law Offices of John J. Hearn, P.A., hereinafter referred to as "ATTORNEY", 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 ATTORNEY, and ATTORNEY does hereby agree to accept and does accordingly accept employment by the CITY in the capacity of "Special Counsel " for 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 ATTORNEY will provide legal services to the CITY including serving as Police Legal Advisor to the Police Department. ATTORNEY will provide such services in the manner set forth in the Charter of the City of Doral.

3.0 As full payment and compensation for ATTORNEY's services hereunder, CITY shall pay to ATTORNEY and ATTORNEY 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.

4.0 In addition to the compensation for professional services as set forth above, ATTORNEY shall be permitted to submit to the CITY on a monthly basis for payment by CITY to ATTORNEY 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 ATTORNEY and not fees for services as contemplated hereunder. ATTORNEY 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 ATTORNEY.

5.0 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
JUAN CARLOS BERMUDEZ, Mayor

APPROVED AS TO FORM:

[Signature]
JIMMY MORALES, City Attorney

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

LAW OFFICES OF JOHN J. HEARN, P.A.

[Signature]
JOHN J. HEARN, Esquire

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 John J. Hearn, Esquire.



Kristha Gomez
Notary Public, State of Florida