



August 14, 2023

Barbara Hernandez

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City Manager

Mr. John Hearn  
Law Offices of John J. Hearn P.A.  
1001 N.W. 119 Avenue  
Coral Springs, FL 33071

Re: Special Magistrate Agreement

Dear Mr. Hearn:

This letter is intended to serve as an agreement between the City of Doral ("City") and yourself ("Agreement") with respect to you serving as an appointed Special Magistrate on behalf of the City pursuant to Article II of Chapter 11 of the City's Code of Ordinances ("Services"). A copy of the aforementioned Ordinance establishing the Special Magistrate's duties is attached hereto and incorporated herein by reference. In the capacity of Special Magistrate, you will be acting as an independent contractor.

The effective date of this Agreement shall be retroactive to October 1, 2022 ("Effective Date"), and shall be for a term of one (1) year in accordance with Section 11-27, of the City's Code of Ordinances.

As more particularly set forth herein, you agree to provide the Services to the City on a monthly basis. As compensation for said Services, in accordance with the hourly rate you negotiated with the former City Manager in October of 2022, as described in the attached memorandum from Edgard Estrada, Code Compliance Director, the City agrees that you shall be compensated at a rate of \$280.00 per hour, with a minimum of two (2) hours per hearing. The revised hourly rate of \$280.00 per hour shall apply retroactively to the Effective Date of this Agreement as agreed to between you and the former City Manager. As further consideration, the City agrees to include insurance coverage for you as a Special Magistrate under the "Public Entity" liability insurance (\$5 Million), and shall provide legal representation for you for any and all actions, lawsuits, etc. that arise from, or are related to, your official actions and rulings while serving as the City's Special Magistrate.

You recognize and agree that you are an independent contractor and shall be treated as such for all purposes. Nothing contained in this Agreement 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 of the City. 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.

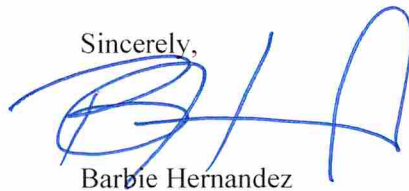
This Agreement is subject to termination for convenience by the City Manager. In the event you wish to terminate the Agreement, you shall provide the City with thirty (30) days written notice.

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.

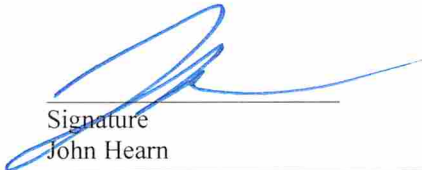
If you accept the terms of this Agreement, please indicate so by checking the space indicated below and executing the same.

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,



Barbie Hernandez  
City Manager

<input checked="" type="checkbox"/>	I agree to the above stated terms
<input type="checkbox"/>	I do not agree to above stated terms
	 Signature John Hearn

## ARTICLE II. - SPECIAL MAGISTRATE

*Footnotes:*

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**State Law reference**— *Authority to appoint special magistrate, F.S. § 162.03(2).*

### Sec. 11-27. - Appointed.

The city manager or his designee may appoint a special magistrate, who shall be authorized to hold hearings and impose fines, liens and other no criminal penalties against violators of city or county codes and ordinances. The special magistrate shall be an individual who shall have been determined by the city manager and city attorney to have the knowledge, skills and abilities to perform as special magistrate. Each special magistrate shall be appointed for a term of one year and shall receive an hourly rate of compensation in accordance with reasonable prevailing rates for special magistrates as determined by the city manager.

(Ord. No. 2006-06, § 2(art. II(1)), 3-8-2006)

### Sec. 11-28. - Functions; duties.

Except as provided in this Code, special magistrate shall have the duties, powers and responsibilities and shall carry out the functions and procedures as set forth in this chapter.

(Ord. No. 2006-06, § 2(art. II(2)), 3-8-2006)

### Sec. 11-29. - Powers.

Each special magistrate shall have the power to:

- (1) Adopt rules for the conduct of its hearings.
- (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the police department or the sheriff.
- (3) Subpoena evidence.
- (4) Take testimony under oath.
- (5) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance. In cases of repeat violations, if the special magistrate finds that the violator's conduct is habitual or flagrant or amounts to a refusal to comply with prior orders, the special magistrate may suspend the violator's certificate of use and business license for a period not to exceed six months.

(6) Assess and order the payment of civil penalties as proscribed herein.

(Ord. No. 2006-06, § 2(art. II(3)), 3-8-2006)

**State Law reference**— Similar provisions, F.S. § 162.08.


Secs. 11-30—11-46. - Reserved.




## Memorandum

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Date: August 14, 2023

To: Barbie Hernandez, City Manager 

From: Edgard K. Estrada, Code Compliance Director 

Subject: Hourly Pay Increase for Special Magistrate John Hearn

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This memorandum serves as an acknowledgement of the events surrounding the increase of the hourly pay rate of the current Special Magistrate, John Hearn. Previously, the hourly rate of a sitting Special Magistrate was set at \$200.00, as documented via a signed annual agreement. In October 2022, the previous City Manager and City Attorney, respectively, verbally approved an hourly pay increase of \$80.00 for Mr. Hearn, bringing the total hourly rate to \$280.00, where the rate was formally memorialized in writing in November 2022.

I verified that the verbal agreement was made after I discussed the matter with the previous City Attorney via telephone. An email thread has been attached also verifying that the additional \$80.00 was approved, where all three parties (Special Magistrate, City Manager, and City Attorney) are copied. The first month where the updated hourly rate was charged was in October 2022.

Additionally, comparisons of Special Magistrate pay rates in various South Florida municipalities were conducted and found that an hourly pay of \$280.00 would be similar to some municipalities in Miami Dade County.

Please feel free to contact me should you have any questions or concerns regarding this matter.

#### Attachments:

- Most recent signed SM agreement
- Email dated 11/22/2022 confirming verbal agreement
- Invoice from Oct/Nov with \$280.00 hourly rate
- Information of hourly pay rates for different municipalities



February 25, 2022

Mr. John Hearn  
Law Offices of John J. Hearn P.A.  
1001 N.W. 119 Avenue  
Coral Springs, FL 33071

Hernan M. Organvidez  
Office of the City Manager  
Acting City Manager

Re: Special Magistrate Agreement

Dear Mr. Hearn:

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. 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,

Hernan M. Organvidez  
Acting City Manager

<input checked="" type="checkbox"/>	I agree to the above stated terms
<input type="checkbox"/>	I do not agree to above stated terms
 Signature John J. Hearn	