

August 15, 2024

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 II 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 October 1, 2024 ("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 monthly. You will be compensated at a rate of \$280.00 per hour, with a minimum of two (2) hours per hearing. 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 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 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,

Rey Valdes

I agree to the above stated terms I do not agree to above stated terms	Signature
	John Hearn