

RESOLUTION NO. 25-09-84

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN JOHN J. HEARN AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE SERVICES OF CODE COMPLIANCE HEARING OFFICER; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 2-112 of the Village Code provides for the appointment of a Code Compliance Hearing Officer; and

WHEREAS, Section 2-112 of the Village Code provides that appointments of the Code Compliance Hearing Officer shall be for a term of one (1) year; and

WHEREAS, John J. Hearn has agreed to function as the Village's Code Compliance Hearing Officer and Staff has prepared a Professional Services Agreement (Agreement) outlining the terms related to the continued provision of his services as Code Compliance Hearing Officer; and

WHEREAS, the intent of the Agreement is to acknowledge the Village's acceptance of the services and related fees; and

WHEREAS, Hearn has agreed to provide the services described in the Agreement to the Village; and

WHEREAS, Hearn meets all requisite Code Compliance Hearing Officer qualifications as established in the Village Code; and

WHEREAS, the Village Council finds that approval of the Agreement between Hearn and the Village, attached as Exhibit "A" hereto is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into Resolution by this Reference.

Section 2. Approval of Letter of Engagement. The Village Council of Islamorada, Village of Islands, hereby approves the Professional Services Agreement between John J. Hearn and the Village to provide the services of Code Compliance Hearing Officer, a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Professional Services Agreement. The Village Manager is authorized to execute the Professional Services Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

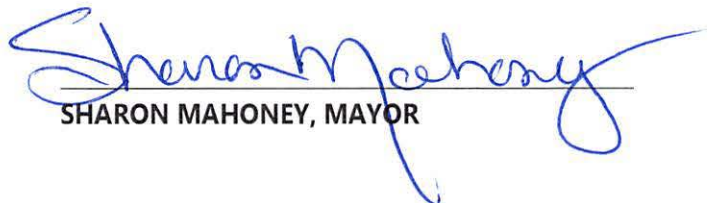
Motion to adopt by Councilman Friedman, seconded by Councilman Gillis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney	YES
Vice Mayor Don Horton	YES
Councilman Steve Friedman	YES
Councilwoman Deb Gillis	YES
Councilwoman Anna Richards	YES

PASSED AND ADOPTED THIS 11TH DAY OF SEPTEMBER, 2025.

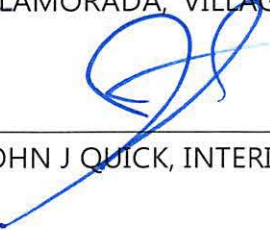

SHARON MAHONEY, MAYOR

ATTEST:



MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS



JOHN J QUICK, INTERIM VILLAGE ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
FOR CODE COMPLIANCE HEARING OFFICER SERVICES**

This professional service agreement for code compliance hearing officer services (the "Agreement") is entered into this 16th day of September, 2025 (the "Effective Date"), by and between **ISLAMORADA VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation, (the "Village") and the **LAW OFFICES OF JOHN J. HEARN, PA**, (the "Contractor").

WHEREAS, the Village is in need of a code compliance hearing officer to preside over quasi-judicial proceedings to adjudicate alleged violations of the Village Code pursuant to Article 2-III of Chapter 2 of the Village Code (the "Services"); and

WHEREAS, the Contractor has been determined to possess the qualifications to serve as the Village's code compliance hearing officer; and

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the Village and the Contractor agree as follows:

Section 1
Scope of Services

This Agreement is subject to, and Contractor shall provide Services in accordance with the provisions of Article 2-III, "Code Compliance" of Chapter 2 of the Village Code. The Services shall include, but are not limited to, presiding over alleged violations of the Village Code, subpoenaing evidence and alleged violators and witnesses to its hearings, taking testimony under oath, and issuing orders having the force of law to command whatever steps are necessary to bring a violation of the Code into compliance. The Village Clerk shall provide clerical and administrative personnel as may be reasonably required by a code compliance hearing officer for the proper performance of his duties. The Contractor shall have no powers except as provided by this Agreement or by law.

Section 2
Compensation

In consideration for the Services to be provided by the Contractor, the Village agrees to pay the Contractor at a rate of \$210.00 per hour which shall be payable within thirty (30) calendar days following submission of an invoice by the Contractor to the Village. In the event of the Village's termination of this Contract prior to the end of the Contract Term pursuant to Sections 4 or 7, the Village shall pay the Contractor on a prorated basis for the Services performed by the Contractor prior to the Village's termination of this Contract.

Section 3
Term of Agreement

This Agreement shall become effective upon the Effective Date and shall remain in effect for two (2) years thereafter, unless terminated earlier in accordance with Section 4. The Village Manager may extend this Agreement for an additional two (2) year renewal period.

Section 4
Termination of Agreement

Either party may terminate this Agreement for convenience by giving the other party thirty (30) calendar days written notice. Either party may terminate this Agreement for cause by giving the other party five (5) calendar days written notice. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

Section 5
Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by the Contractor, and not as an officer, employee or agent of the Village. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of the Contractor. Contractor shall have no rights under the Village's worker's compensation, employment, insurance benefits or similar laws or benefits.

Section 6
Indemnification

A) Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's negligent performance or non-performance of any provision of this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's negligent performance or non-performance of this Agreement, should the Village be the prevailing party.

B) Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

C) This provision shall not be construed to require the Contractor to indemnify the Village in situations wherein their rulings are appealed in the ordinary course as provided by law.

- D) The provisions of this section shall survive termination of this Agreement.

Section 7
Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the Village, upon written notice to the Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the Village.

Section 8
Audit Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Contractor under this Agreement, audit, or cause to be audited, those books and records of the Contractor which are directly related to the Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

Section 9
Amendments and Assignment

A) This Agreement constitutes the entire agreement between the Contractor and the Village and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

B) No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

C) Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the Village, which may be withheld or conditioned in the Village's sole discretion.

Section 10
Governing Law and Venue

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Monroe County, Florida.

Section 11
Public Records

All records, files, documents, plans, and correspondence of the Contractor arising out of this Agreement are public records subject to the provisions of Chapter 119, Florida Statutes. Contractor shall comply with Chapter 119, Florida Statutes (Florida's Public Records Law) and maintain and provide public records as required by law. The Village may terminate this Agreement immediately upon refusal by the Contractor to allow reasonable access by the Village Mayor or his or her designee or by any member of the public to any records pertaining to work performed under this Agreement.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	VILLAGE CLERK
Mailing address:	86800 Overseas Highway Islamorada, FL 33036
Telephone number:	305-664-6413
Email:	<u>Clerk@Islamorada.fl.us</u>

Section 12
Notices

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

<u>FOR CONTRACTOR:</u>	John J. Hearn, Esquire Law Offices of John J. Hearn, PA 1001 NW 119 th Avenue Coral Springs, Florida 33071
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FOR VILLAGE: Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Attention: Ron Saunders, Village Manager

WITH A COPY TO:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: John J. Quick, Esq.
Village Attorney
2800 Ponce de Leon Blvd, Suite 2800
Coral Gables, FL 33134
jquick@wsh-law.com (email)

Section 13
Miscellaneous

A) Contractor shall, without additional expense to the Village, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county and municipal laws, ordinances, and regulations in connection with the performance of the Services specified herein.

B) The Contractor has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Contractor execute the Affidavit attached hereto as exhibit "A", which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes

Section 14
Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

Remainder of the page intentionally left blank.

IN WITNESS WHEREOF, Contractor has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

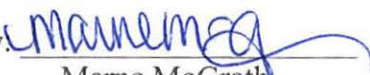
Islamorada, Village of Islands

Law Offices of John J. Hearn, PA

By: 
Ron Saunders
Village Manager

By: 
Name: _____
Title: _____

Attest:

By: 
Marne McGrath
Village Clerk

Approved as to form and legal sufficiency
for the exclusive use and reliance of
Islamorada, Village of Islands only


By: 
Village Attorney

Exhibit "A"

Affidavit Attesting to Noncoercive Conduct for Labor or Services

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Contractor is required to provide an affidavit under penalty of perjury attesting that Contractor does not use coercion for labor or services in accordance with Section 787.06(13), Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As an officer or other authorized representative of the Contractor authorized to sign on behalf of Contractor, I certify that Contractor does not use coercion for labor or services in accordance with Section 787.06.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.


By: John J. Hearn

Name: [Signature]

Title: Special magistrate

STATE OF FLORIDA)
) ss.:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 15 day of September, 2025, by John J. Hearn
(name of person acknowledging) as Special Magistrate (type of authority e.g.
officer, trustee, attorney in fact) for Islamorada.

Notary Public 

State of Florida at Large

My Commission Expires: 9/21/2026

My Commission Number: HH524002

