

RESOLUTION NO. 01-04-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH NICHOLAS MULICK, TO PROVIDE HEARING OFFICER SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to enter into an Agreement with Nicholas Mulick for services as an administrative hearing officer as set forth in Article XIV of Chapter 9.5 of the City Code.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:**

**Section 1.    Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.    Agreement.** The Agreement between the City and Nicholas Mulick in substantially the form and substance that is attached as Exhibit "A" is approved, and the Mayor is authorized to execute the Agreement on behalf of the City.

**Section 3.    Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 4<sup>th</sup> day of April, 2001.

  
ROBERT MILLER, MAYOR

ATTEST:

Katherine V. Selchan  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]  
CITY ATTORNEY

592004/Resolutions/Agreement with Hearing Officer

## **HEARING OFFICER RETAINER AGREEMENT**

This Hearing Officer Retainer Agreement (the "Agreement"), is made and entered into this 4<sup>th</sup> day of APRIL, 2001, between the City of Marathon, Florida, a Florida municipal corporation, (the "City") and Nicholas Mulick ("Hearing Officer").

### **Section 1. Duties.**

The Hearing Officer shall provide the City on a month to month basis, services as an administrative hearing officer as set forth in Article XIV of Chapter 9.5 of the City Code.

### **Section 2. Representations.**

Hearing Officer represents that he or she is a member in good standing of Florida Bar and will adhere to the rules regulation the Florida Bar, including, but not limited to, the Rules of Professional Conduct.

### **Section 3. Compensation.**

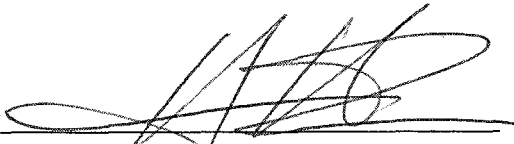
As payment for such services, the Hearing Officer will receive one hundred dollars (\$100.00) per hour, including travel time from portal to portal. In no event however shall the travel time exceed one (1) hour.

### **Section 4. Termination.**

The City Manager has the right to terminate this Agreement at his sole discretion.

IN WITNESS WHEREOF, the City, by signature of the Mayor, and duly attested by the City Clerk, and Hearing Officer have signed and executed this Agreement.

City of Marathon

By   
Robert Miller, Mayor

Attest:

Katherine V. Selchar  
City Clerk

Approved as to form and  
legal sufficiency:

[Signature]  
City Attorney

Hearing Officer

[Signature]  
Nicholas Mulick, Esq.

592004/Agreements\Hearing Officer Agreement