

February 23, 2024

Kathie Brooks
Interim City Manager
City of Doral
8401 NW 53 Terrace
Doral, Florida 33166
kathie.brooks@cityofdoral.com

Re: Retainer Agreement for Interim Legal Services

Dear Ms. Brooks:

In response to Mayor and Council appointment dated February 20, 2024, please accept this correspondence as Greenspoon Marder, LLP's Retainer Agreement for Interim Legal Services ("Agreement") for the City of Doral ("City").

As set forth in Resolution No. 24-37 appointing Greenspoon Marder, LLP ("Firm") as Interim City Attorney, the Firm will provide general legal services on an interim basis for a monthly retainer of \$40,000 per month. This retainer would cover all general representation of the City. The scope of general representation provided would include the representation of the City Council at all meetings and workshops, the provision of legal advice and guidance to the Mayor, the City Council, the City Manager and City staff, and preparation of ordinances, resolutions and opinions. We will maintain a regular presence at City Hall-3 days per week, (providing regular latitude for absences, sickness, unavoidable conflicts, or circumstances beyond our control). The only exceptions from this retainer would be for the following:

A. Litigation in any State or Federal court, representation of the City before the Division of Administrative Hearings, Equal Employment Opportunity Commission, Florida Commission on Human Relations, Unemployment Compensation Commission, or other State, Federal or local administrative proceeding., would be compensated on an hourly basis at the following rates:

Partners	\$250.00 per hour
Associates	\$200.00 per hour
Clerks/Paralegals	\$ 95.00 per hour

B. Special Projects or activities which would require more than ten (10) hours of attorney time would be charged at the above hourly rates. Prior to commencing such Project, the Firm would notify the City that the Special Project would exceed ten (10) hours and receive prior authorization. This would include matters which because of the nature of the Special Project, an extraordinary amount of effort would be required. An example of these types of Special Projects would be the substantial revision of the Purchasing Manual or Land Development Code.

C. Development and implementation of Revenue Programs, such as a special assessment, impact fee or other home rule revenue sources which would be negotiated on a project-by-project basis.

D. Municipal bond or bank financing, which would be negotiated on a transaction-by- transaction basis.

E. Arbitrations, labor and employment, advising the City's police department, real estate, public private partnerships, construction, eminent domain, and special environmental matters would be charged either at the above hourly rates, or on a project-by-project basis, depending on the matter.

Greenspoon Marder, LLP will not charge the City for travel time or travel-related costs to the City. The Firm will be reimbursed for actual costs incurred on other travel, in conformity with Chapter 112, Florida Statutes. The Firm will also be reimbursed for actual costs incurred in the provision of legal services including, but not limited to, filing fees, depositions, court reporter fees, witness fees, and other court related expenses, on-line research expenses, overnight delivery charges, copy and fax costs, long distance telephone costs, and other charges incurred in providing services to the City.

Greenspoon Marder, LLP understands that the legal file created in this representation of the City is a public record, except to the extent it is temporarily exempt from disclosure under Chapter 119, Florida Statutes, and that Section 286.011, Florida Statutes, may apply to this provision of legal services pursuant to this Agreement.

Pursuant to Florida Statutes s. 119.0701, the Firm shall:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- 2) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- 4) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Firm upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN FOR THE CITY AT (305) 593-6730, AND MAILING ADDRESS OF DORAL GOVERNMENT CENTER, CLERK'S OFFICE, 8401 NW 53 TERRACE, DORAL FL 33166.

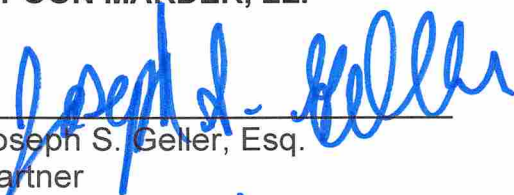
All written and oral information not in the public domain and not previously known, and all information and data obtained, developed, or supplied by the City or at its expense shall be kept confidential by the Firm and shall not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction.

To the extent the City provides the Firm with original documents during the course of this engagement, the Firm will hold these records for the City during the pendency of the City's action. At the conclusion of the City's matter, the Firm will contact the City and make arrangements for the return of the records the City provided. the Firm will retain a file of the City's matter for the Firm's normal retention period, which may be retained in electronic format.

This Agreement shall be effective as of February 20, 2024, the date of appointment by the City Council and shall continue to be effective until such time as another City Attorney is appointed, or the City Council otherwise terminates this retainer agreement at its sole and absolute discretion. Without limitation of the foregoing, the Firm may terminate this agreement upon sixty (60) days' written notice to the City.

AGREED AND ACCEPTED on this 23rd day of February 2024.

GREENSPOON MARDER, LLP


By: 
Joseph S. Geller, Esq.
Partner

Date: 2/29/24

ATTEST

By: 
Connie Diaz, MMC
City Clerk

CITY OF DORAL

By: 
Kathie Brooks
Interim City Manager

Date: 2/29/24

RESOLUTION No. 24-37

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPOINTING GREENSPOON MARDER LLP AS INTERIM CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council has an immediate need for Interim City Attorney services to assist in implementing municipal government in the City of Doral (the “City”); and

WHEREAS, the office of the City Attorney shall be vacant; and

WHEREAS, the City is in need of a City Attorney while a search committee is convened to select a City of Doral Attorney; and

WHEREAS, such Interim City Attorney shall be authorized to represent the City in all legal matters pertaining to the City at the discretion and direction of the City Council.

WHEREAS, the City Council desires to appoint Greenspoon Marder LLP as Interim City Attorney; and

WHEREAS, it is in the best interest of the City that the Council appoint Greenspoon Marder LLP as Interim City Attorney on the same terms as the professional contract with our former City Attorney (see Retainer Agreement for Legal Services dated April 26, 2023 for Nabors, Giblin & Nickerson).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Appointment of Interim City Attorney. Greenspoon Marder LLP

is hereby appointed as Interim City Attorney for the City of Doral and shall serve until such time as a full time City Attorney is appointed.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

The Prime Sponsor of the foregoing resolution is Councilwoman Maureen Porras.

The foregoing Resolution was offered by Councilmember Porras who moved its adoption.

The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	No
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	No
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 20 day of February, 2024.



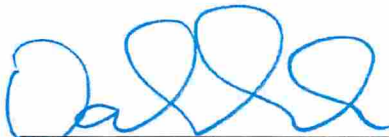
CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY