

RESOLUTION No. 23-67

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A RETAINER AGREEMENT FOR LEGAL SERVICES WITH NABORS, GIBLIN & NICKERSON, PA, ATTACHED HERETO AS ATTACHMENT "A"; PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION OF THE RETAINER AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 3.02 of the Charter of the City of Doral (the "City") provides that in the event of a vacancy in the position of City Attorney, the members of the City Council shall appoint members to a search committee as provided therein; and

WHEREAS, pursuant to the aforementioned Charter provision, the City Council appointed individuals to a Search Committee during the January 25, 2023 Council Zoning Meeting for the purposes of recruiting, evaluating, interviewing, and recommending candidates for the position of City Attorney to the City Council; and

WHEREAS, the City advertised the vacancy on the City's website, the Florida Bar, and issued Request for Qualifications No. 2023-02 for City Attorney Services; and

WHEREAS, the City received interest and resumes from two (2) applicants, Jacob Crawford Jackson and Aleksandr Boksner, and received timely submission of proposals from four (4) firms: Greenspoon Marder, LLP, Gastesi, Lopez & Mestre, PLLC, Nabors, Giblin & Nickerson, P.A. and Fox Rothschild, LLP; and

WHEREAS, both the applicants and the four firms were invited to be present and address the Search Committee at a publicly held meeting on April 3, 2023, during which the Search Committee scored and ranked the proposers, and whereby Nabors, Giblin & Nickerson, P.A. (the "Firm") was determined to be the top ranked proposer; and

WHEREAS, on April 12, 2023, at a Regular Meeting of the City Council, the City Council accepted the recommendation of the Search Committee and approved the selection of the Firm to serve as City Attorney, subject to the approval of a retainer agreement for legal services with the Firm; and

WHEREAS, the Mayor and City Council believe that the appointment of the Firm as City Attorney under the terms of the Retainer Agreement attached hereto as Exhibit "A" is in the best interests of the City and its residents.

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 a part hereof by this reference.

Section 2. Approval and Authorization. The Retainer Agreement, attached hereto as Exhibit "A", between the City and the Firm is hereby approved. The City Mayor is hereby authorized to execute the Retainer Agreement on behalf of the City.

Section 3. Implementation. The City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution and the Retainer Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Vice Mayor Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 10 day of May, 2023.



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

EXHIBIT “A”

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

**Nabors
Giblin &
Nickerson** P.A.
ATTORNEYS AT LAW

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

TALLAHASSEE
1500 Mahan Drive
Suite 1500
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

April 26, 2023

Ms. Donna Rockfeld
Procurement Division Manager
City of Doral
8401 NW 53 Terrace
Doral, Florida 33166

Re: Retainer Agreement for Legal Services

Dear Ms. Rockfeld:

In response to your request dated April 14, 2023, please accept this correspondence as Nabors, Giblin & Nickerson, P.A.'s Retainer Agreement for Legal Services (Agreement) for the City of Doral (City).

As set forth in the Firm's Response to Request for Qualifications (RFQ) No. 2023-02 City Attorney Services, Nabors, Giblin & Nickerson, P.A. (NG&N) will provide general legal services 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, NG&N 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.

NG&N will not charge the City for travel time or travel-related costs to the City. NG&N will be reimbursed for actual costs incurred on other travel, in conformity with Chapter 112, Florida Statutes. NG&N 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.

NG&N 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, NG&N 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 NG&N 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 NGN'S DUTY TO PROVIDE

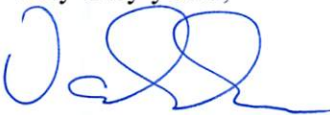
PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN FOR THE CITY AT (305) 593-6730, AND MAILING ADDRESS OF DORAL GOVERNMENT CENTER, CLERK'S OFFICE, 8401 NW 53 TERRACE, DORAL FL 33166.

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

This Agreement shall be effective upon approval by the City Council and shall be effective for an initial period of one year. Thereafter, this Agreement may be extended for four (4) one-year periods for a total of five (5) years. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party.

NG&N is honored to be selected to serve as the City Attorney and we look forward to a long and rewarding relationship with the City.

Very truly yours,

Valerie Vicente
Shareholder

AGREED AND ACCEPTED on this ____ day of May 2023.

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

By: _____

Date: _____