

RESOLUTION No. 23-13

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPOINTING NABORS GIBLIN & NICKERSON 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, On February 1, 2023 the office of City Attorney shall be vacant; and

WHEREAS, the City is in need of a City Attorney while a search is conducted for the next 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 Nabors Giblin & Nickerson as Interim City Attorney; and

WHEREAS, it is in the best interest of the City that the Council appoint Nabors Giblin & Nickerson as Interim City Attorney on the terms stated in the Retainer letter for professional legal services dated January 5, 2023.

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. Nabors Giblin & Nickerson 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.

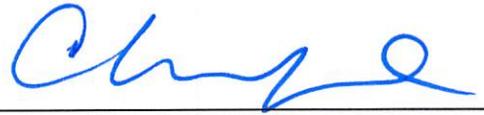
Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption.

The motion was seconded by Councilmember Porras 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 11 day of January, 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:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

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



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

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

January 5, 2023

The Honorable Christi Fraga
Mayor, City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

Re: Professional Legal Services – Interim City Attorney

Dear Mayor Fraga:

Thank you for meeting with Valerie Vicente and me concerning the position of Interim City Attorney for the City of Doral (the “City”).

This correspondence shall serve as confirmation that Nabors, Giblin & Nickerson, P.A. (the “Firm”) is pleased to provide legal representation to the City as set forth below (“Agreement”).

We propose a monthly retainer in the amount of \$40,000.00, which would cover all general representation of the City, including the representation of the City Council at all regular and special meetings and workshops, the provision of legal advice and guidance to the Mayor, the City Councilmembers, the City Manager and City staff, as well as the preparation of ordinances, resolutions and opinions. The only exception 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	\$275.00 per hour
Associates	\$225.00 per hour
Clerks/Paralegals	\$ 75.00 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. Examples of these types of Special Projects would be the substantial revision of the Purchasing Manual or Comprehensive Plan.

C. Development and implementation of Revenue Programs, such as a special assessment, impact fee, public private partnerships, 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.

The Firm 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 travel to locations outside Miami-Dade, Broward, and Palm Beach Counties, 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.

The effective date for services under this Agreement shall be February 1, 2023. This Agreement may be terminated by either party upon sixty (60) days' written notice.

We appreciate your consideration of our Firm for representation of the City. Should any additional information be required, please feel free to contact me. Otherwise, please sign and return a copy of this Agreement at your convenience.

Sincerely,

/s/Edward A. Dion
Edward A. Dion

ACCEPTANCE BY THE
CITY OF DORAL, FLORIDA:

BY: _____
As its _____