

January 22, 2019

VIA E-MAIL

Luis Figueredo, Esq.
City Attorney – City of Doral
8401 N.W. 53rd Terrace
Doral, Florida 33166
Luis.Figueredo@cityofdoral.com

Re: Bond Counsel Representation of City of Doral, Florida in connection with issuance of not-to-exceed \$150 million of General Obligation Bonds for Parks and Recreational Facilities

Dear Mr. Figueredo:

Thank you for agreeing to engage Greenberg Traurig, P.A. (“*Greenberg*,” “*GT*” or the “*Firm*”) as Bond Counsel to the City of Doral (the “*City*”) in connection with the City’s issuance of the referenced bonds (the “*Bonds*”) from time to time in multiple series. We appreciate the opportunity to provide legal services for the City. This letter constitutes the engagement letter between the City and us which describes the terms of our relationship and sets forth the general terms of our assistance to the City in connection with the City’s issuance of the Bonds. If this letter is acceptable to the City, please sign and return a copy to us at your earliest convenience. The original is for your files. When you sign this letter, it becomes a contract between us. Please feel free to discuss this letter with separate counsel or call us if you have any comments or questions concerning the letter.

1. **Background:** The City is proposing to issue the Bonds, from time to time, in one or more series, in the aggregate principal amount of not-to-exceed \$150 million, for the purpose of financing certain parks and recreational facilities within the City, including, but not limited to, green spaces, community centers, cultural amenities, an aquatic facility, playgrounds, sports fields and walking/cycling trails. Issuance of the Bonds was approved by a majority of the votes cast by qualified electors of the City at a bond referendum held on November 6, 2018. The Bonds are expected to be issued as tax-exempt governmental bonds. PFM Financial Advisors LLC is serving as the City’s Financial Advisor in connection with the issuance of the Bonds. The law firm of Bryant Miller & Olive is serving as the City’s Disclosure Counsel. The City expects to issue the first series of Bonds through a competitive bond sale no later than June 2019. Subsequent series of the Bonds are also expected to be issued through competitive bond sales.

2. **Scope of Engagement:** Subject to the conditions and in consideration of the payment of fees as set forth herein, we agree to serve as Bond Counsel for the City in connection with the issuance of the Bonds (the "*Subject Matter*"). Our representation will include all services customarily performed by Bond Counsel for a new issue of municipal bonds, as more specifically set forth in Schedule "A" attached hereto and by this reference incorporated herein. We have not been asked to represent the City in other legal matters at this time. The City may limit or expand the scope of our representation from time to time, but there should be a clear mutual understanding as to any significant expansion. Unless otherwise agreed in writing, the terms of this letter agreement will also apply to any additional matters we agree to handle on the City's behalf, subject to our mutual agreement regarding legal fees to be paid for any such additional matters.

Unless reflected in a separate agreement, Greenberg's representation of the City does not include the representation of others, including individual elected officials, administrators or employees of the City. The City acknowledges that we are not its general counsel and that our acceptance of this engagement does not involve an undertaking to represent the City or its interests in any matter other than the Subject Matter. Furthermore, the City acknowledges that our representation does not entail a continuing obligation to advise it concerning subsequent legal developments that might have a bearing on the City's affairs generally or, after the completion of the Subject Matter, subsequent legal developments related to or that might have a bearing on the Subject Matter.

We will provide only legal services in connection with this engagement. We are not providing, and you will not look to Greenberg or rely on Greenberg for, business, investment, insurance, accounting or other such non-legal services, including, without limitation, advice, decisions, investigations (e.g. as to the character or credit of persons with whom you may be dealing) or other such non-legal services. Further, our acceptance of this engagement and representation of you is not an undertaking or acknowledgement that Greenberg is or will be your general counsel or advisor, or that Greenberg is representing you or will represent you or your interests in any matter other than the Subject Matter or as otherwise described above.

3. **Conflicts:** Our Firm represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect the City's ability and the ability of other clients of our Firm to choose us as their counsel, thereby precluding us from representing the City or other clients in pending or future matters. Given that possibility, we wish to be fair not only to the City, but to our other clients as well. As we have discussed, the Firm (through attorneys other than the GT attorneys who will provide Bond Counsel services to the City – hereinafter referred to as the "City Team"), from time to time may be asked to represent existing or new clients who have matters adverse or which may become adverse to the City relating to land use, development, zoning, permitting, public private projects, general real estate or other matters. These matters and the nature of the work that may be involved are described in Schedule "B" attached hereto and by

this reference incorporated herein. This letter will confirm our mutual agreement and the City's consent to the Firm's representation of other present or future clients in the types of matters described in Schedule "B" (each such representation being hereinafter referred to as a "Permitted Adverse Representation").

With respect to the Permitted Adverse Representations, we would be precluded from accepting such matters unless the City and the other clients involved in such Permitted Adverse Representations (each such client being hereinafter referred to as an "Other Client") waived their respective conflicts of interest. You have informed us that the City is willing to waive the conflicts for GT's representation of the Other Clients in the Permitted Adverse Representations on the terms discussed below. The conflicts of interest described above are waivable only if: (i) the conflict is fully disclosed to these parties; (ii) our exercise of independent professional judgment in the proposed representation of one client will not be materially limited by our responsibilities to the other client; (iii) we reasonably believe that our representation will not be adversely affected by the conflict; and (iv) our representation does not violate any other ethical requirements, such as the attorney's duty of confidentiality to each client.

GT may undertake any Permitted Adverse Representation as described in Schedule "B" hereto, provided that we will not undertake any such matter unless we conclude that our duty of confidentiality to the City and the Other Client will not be breached. Thus, in our opinion, the conflicts of interest described above relative to Permitted Adverse Representations are waivable. In the Subject Matter, GT will represent the City's interests exclusively; and in the Permitted Adverse Representations, GT will represent the Other Clients' interests exclusively.

As a measure of security, GT will erect an ethical screen barring the City Team from working on Permitted Adverse Representations, and from sharing documents or information regarding the Subject Matter with the personnel representing the Other Clients (the "Other Clients Team"); and barring the Other Clients Team from working on the Subject Matter or communicating about, or sharing documents or information regarding, their matters with the City Team.

As stated above, it is our understanding that the City is willing to – and by signing below does hereby – confirm its waiver of Permitted Adverse Representations and its consent to GT's representation of the City in the Subject Matter and of the Other Clients in the Permitted Adverse Representations. By granting the waiver and consent contained herein, the City acknowledges GT's representation of the Other Clients in any Permitted Adverse Representation, based on its understanding that those clients have or will waive any objection to GT's representation of the City in the Subject Matter.

Notwithstanding any ordinance or resolution of the City or any contract entered into by the City that contains provisions to the contrary, GT may represent persons or entities in matters adverse to the City or its instrumentalities as described in this letter, including in litigation, provided that such matters do not (a) challenge the authority of the City Council; (b) seek a

determination that an ordinance, resolution, written policy or other legislative action of the City Council is unconstitutional; or (c) seek monetary damages from the City. Pursuing a claim or defense that an otherwise constitutional ordinance is “unconstitutional as applied” to a particular circumstance is permissible. Notwithstanding the foregoing, (i) the City Team will not participate in matters adverse to the City and (ii) the Firm will not engage in litigation against the City without the prior written consent of the City Attorney. The parties are entering this agreement with the understanding that the Firm may undertake any Permitted Adverse Representation, but cannot engage in actual litigation against the City without the City Attorney’s prior written consent.

In furtherance of the mutual agreement embodied herein, the City agrees that it will not for itself or any other party assert our Firm’s engagement as a basis for disqualifying us from representing any party in a Permitted Adverse Representation or assert any Permitted Adverse Representation as a basis for any claim of breach of duty. For purposes of clarification, Permitted Adverse Representations shall not include matters or disputes arising against the City in connection with the issuance of the Bonds. The waivers and agreements in this letter will continue in effect upon the termination of this agreement.

4. Fees for Services: Subject to the further provisions of this paragraph, our fee for services to the City as Bond Counsel in connection with the issuance of each series of the Bonds will be determined as set forth in Part I of Schedule “C” attached hereto and by this reference incorporated herein, which fee shall be payable on the date each series of Bonds is issued and closed. This fee proposal reflects our attempt to arrive at a fair and reasonable compensation arrangement based on our understanding of the City’s proposed financings and the time investment required to effectively provide the requested representation. In the event that unexpected or unforeseen difficulties arise that cause us to spend a significant amount of additional time in connection with the representation and our time invested in the representation is substantially in excess of the fee that would result from application of the fee schedule in Part I of Schedule “C.” we reserve the right to discuss an equitable adjustment to be mutually agreed between us.

In addition to our Bond Counsel fees for the issuance of the Bonds, in the event the City requests that we perform other public finance legal services unrelated to the issuance of a specific series of Bonds, our fee for such services will be based upon the time spent by our personnel in accordance with the Billing Policies attached hereto as Schedule “D” attached hereto and by this reference incorporated herein, and the discounted hourly billing rates set forth in Part II of Schedule “C” hereto. Other shareholders and associates of the Firm not listed in Part II of Schedule “C” may be used as necessary to carry out the particular hourly rate engagement, provided that the hourly billing rate of any such other shareholder as billed to the City shall not exceed \$450/hr. and the hourly billing rate of any such associate as billed to the City shall not exceed \$325/hr. Paralegals may also be used to assist with the hourly rate engagement, provided that such paralegal’s hourly billing rate as billed to the City shall not exceed \$200/hr.

5. **Payment of Costs and Expenses:** In addition to our Bond Counsel fees, we would expect to be reimbursed for all client charges made or incurred in connection with the services provided, such as photocopying, courier or overnight deliveries, long distance telephone charges, telecopier charges, filing fees, publication charges, computer-assisted research and other similar expenses

6. **Responsibilities of Attorney and Client:** In order for us to assist the City effectively and efficiently, we expect that the City will provide us with the factual information it has which relates to the Subject Matter and that the City will make any appropriate business, financial or technical decisions. In addition, we encourage the City to share with us at all times its expectations and any concerns regarding our services at any time during the course of our representation. We believe the City should be actively involved in the strategy and management of its legal affairs and our goal is to encourage candid and frequent communication between us. We will keep the City informed of developments regarding the Subject Matter and will consult with the City as necessary to ensure the timely, effective and efficient completion of our work.

7. **Permission to Use Information in Marketing of the Law Firm:** By signing this engagement letter, the City agrees that we may use its name and a general description of the Subject Matter in our business development efforts and materials. If the City does not wish for this information to be used in the manner specified, please draw a line through and initial this paragraph

8. **Term; Termination of Representation:** The Firm's engagement pursuant to this letter agreement shall begin on the dated date hereof and shall end on the fifth (5th) anniversary of such date (the "Term"). At the sole option of the City Attorney, upon at least sixty (60) days advance written notice to the Firm, the Term of this agreement may be extended for up to three (3) additional one (1) year periods, upon the same terms and conditions except that the discounted hourly rates set forth in Part II of Schedule "C" may be adjusted as mutually agreed by the City and the Firm.

Our attorney-client relationship will be considered terminated upon the expiration of the Term (as same may be extended as described in the preceding paragraph). If the City later retains us to perform further or additional services, the attorney-client relationship will be revived on the terms of this engagement letter, subject to any new or supplemental terms of engagement that we may agree upon at that time. The fact that after the expiration of the Term hereof we may inform the City from time to time of developments in the law which may be of interest to the City, by newsletter or otherwise, should not be understood as a revival of an attorney-client relationship.

9. **No Guarantees:** The City acknowledges that we have made no guarantees as to the outcome of the Subject Matter. We have not given you any assurance or guarantees concerning the success of this engagement or our services or otherwise as to the outcome of them, or accepted any contractual obligation in that regard.

10. Client Documents: We will maintain any documents the City furnishes us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is the City's obligation to advise us as to which, if any, of the documents in our files the City wishes us to turn over to it. We will retain any remaining documents in our files for a reasonable period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

The Firm will likely use third-party cloud services for your data and data of other parties during and after our representation of you. We believe those cloud services provide enhanced data accessibility and appropriate security protections for the confidentiality of documents and information without significant risk of inappropriate access. Greenberg itself has ISO 27001:2013 data security certification; and we use only services who we believe have the same or better security than us. Cloud services cannot guaranty immunity from invasion or misuse, and no one fully knows the capabilities of hackers, now or in the future. But, we use cloud services who we believe have state-of-the-art data protections and the ability to take advantage of future security developments. We require that those cloud services employ data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection, and system monitoring, as well as assurance of adherence to applicable data privacy and security laws. Your signature below confirms your consent and assent to our using such cloud services for your data. If you do not consent, please strike through this paragraph and initial that change in the margin.

In the event that our representation is terminated and the City has not paid for all services rendered and/or other charges accrued on its behalf to the date of our withdrawal, we may, to the extent permitted by law, assert a retaining lien against any documents or files remaining in our possession until such charges are paid.

11. Choice of Law: All of our and the City's respective rights and obligations arising under or related to this engagement letter shall be governed by the laws of the State of Florida.

12. Arbitration: We appreciate the opportunity to serve as the City's Bond Counsel and look forward to a harmonious relationship between us. In the event the City becomes dissatisfied for any reason with any aspect of our relationship, we would sincerely appreciate the City bringing this to our attention immediately; we will do the same if we perceive a problem with the representation. It is our belief that such problems can usually be resolved by good faith discussions between us.

In the unlikely event that we cannot resolve such problems ourselves, we believe that such disputes can be resolved more expeditiously and with less expense to all concerned by binding arbitration than by court action. By signing this letter, the City agrees that, to the extent permitted by law, any dispute arising out of or relating to this engagement letter, our relationship, any billing statements forwarded to the City or our services, including but not limited to any alleged claims for legal malpractice, breach of fiduciary duty, fraud, breach of contract or other claim against us for any alleged inadequacy of such services, shall be resolved by submission to confidential, binding arbitration at a location to be agreed upon between us, in accordance with

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the rules then in effect of the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction thereof. If the City does not wish to agree to arbitration of any disputes, claims or controversies, please draw a line through and initial this paragraph.

13. Confirmation of this Letter: We encourage the City to consult with other counsel or advisors of its choice regarding these matters, and to consider fully the possible implications of our representation on the basis described herein. If the foregoing is agreeable, please acknowledge the City's understanding and agreement by signing and returning a copy of this letter, which shall control all obligations set forth herein except as may subsequently be agreed upon in writing. Our engagement shall commence as of the dated date hereof, but subject to our receipt of the signed copy of this letter.

We appreciate the City's confidence in our Firm and assure it that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

GREENBERG TRAURIG, P.A.

By: Albert A. del Castillo
Albert A. del Castillo, Shareholder

By: Alan T. Dimond
Alan T. Dimond, Shareholder

ACCEPTED AND AGREED WITH
CONSENTS AND WAIVERS GRANTED

CITY OF DORAL, FLORIDA

By: [Signature]
Luis Figueredo, City Attorney

SCHEDULE "A"

SCOPE OF SERVICES

Scope of services as Bond Counsel shall include, but not be limited to, the following duties and responsibilities during the Term of the engagement:

1. Reviewing legal issues and questions in consultation with City officials and staff relating to the structure of the bond issue or other debt financing project.
2. Preparing and reviewing all documents necessary to implement the financing, including, but not limited to, resolutions, supplemental or amended resolutions, ordinances, trust indentures, notices of sale, loan agreements, escrow agreements, credit enhancement commitments and related documentation, tax compliance, and closing documents; and coordinating the authorization and execution of same.
3. Attending meetings of the City relating to the issuance of debt, including attendance at City Council meetings and other public meetings.
4. Reviewing or preparing those sections of the offering document that describe the transaction, financing documents, bond counsel opinion and tax exemption.
5. Reviewing bond purchase contracts.
6. Rendering the bond counsel opinion regarding the validity and binding effect of the bonds, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal or state income tax purposes and providing all other required legal opinions.
7. Preparing the official transcript for the bond issue and delivering it in both professionally-bound form and high-quality, searchable electronic form within ninety (90) days after consummation of the transaction.
8. Attending pre-closings and closings.
9. Providing continuing legal advice regarding any actions necessary to ensure that the interest on the bonds will continue to be tax-exempt.
10. Providing continuing legal advice on issues relating to the sale and administration of the debt obligations.
11. If necessary, preparing validation pleadings and attending and representing the City at validation hearings.

12. Keeping the City informed of rulings issued by federal and state regulatory agencies that impact the issuance or administration of the bonds.
13. Performing all other necessary or appropriate legal services to consummate the City's financings.

SCHEDULE "B"

CITY OF DORAL CONFLICT WAIVER FOR GT BY AREA OF PRACTICE

The general areas of practice described below shall be considered permissible GT areas of practice by right adverse to the City without need for GT to obtain any additional conflict-waiver or any conflict waiver determination from the City or its staff; and neither shall GT need to obtain any conflict-waiver approval by resolution of the City of Doral City Council.

- Land Use Plan amendments, interpretations of the City's Comprehensive Plan, negotiation of (and modifications to) voluntary commitments and the documents implementing voluntary commitments such as agreements and restrictive covenants;
 - Process: Application to the City Planning Commission; discussion of the staff report with staff; lobby Planning Commission members; attend Planning Commission public hearing; lobby City Councilmembers; attend City Council public hearing. Appeals of adverse decisions thereof administratively, under Chapter 120, or court, as applicable (subject to litigation restrictions below)

- Rezoning; amendments, clarifications and zoning verifications;
 - Process: Application to the City Planning Commission; discussion of the staff report with staff; lobby Planning Commission members; attend Planning Commission public hearing; lobby City Councilmembers; attend City Council public hearing. Appeals of adverse decisions thereof administratively, under Chapter 120, or court, as applicable (subject to litigation restrictions below)

- Site Plan approvals, modifications and/or verifications;
 - Process: Routinely required by municipalities for development within the municipality. Review of proposed site plan, meetings with staff and appearances before the Development Review Committee, Planning Commission and City Council, as may be needed. Appeals of adverse decisions thereof administratively, under Chapter 120, or court, as applicable (subject to litigation restrictions below)

- Zoning variances, Conditional Use Permits and other land use or zoning related approvals, including appeals of denials thereof both administratively and in court (subject to litigation restrictions below).

- Challenges to determinations of the Building Official and other administrative officials—administratively, under Chapter 120, or court, as applicable (subject to litigation restrictions below)
- Defend clients from enforcement actions such as code enforcement, code compliance, environmental, etc.-- administratively, under Chapter 120, or court, as applicable (subject to litigation restrictions below)
- Vested rights claims (subject to litigation restrictions below)
- Plat approvals, including new plats, replats, plat notes and amendments to plat notes, other plat amendments, modifications to and negotiation of plat conditions, interpretations of plat notes and plat conditions and negotiation of plat related agreements;
 - Process: Prepare and submit application with supporting documentation to City staff; review staff report and prepare objections to staff conditions; negotiate conditions with staff (may be several agencies); meet with City Councilmembers if disputed issues with staff; attend City Council meeting; prepare and obtain approval of plat-related agreements.
 - Negotiating with engineering or traffic engineering on bonding, road improvements, and return of security.
- Resolve issues with environmental permits, water and sewer allocations including surface water management licenses, air licenses, wetland determinations and mitigation, habitat preservation and mitigation, tree protection and hazardous material license issues, negotiation of permit conditions, prepare restrictive covenants or agreements required to satisfy permit conditions;
 - Process: Technical aspects are handled by consultants. Requires our involvement when an issue arises, at which point meetings or discussions with staff will be required, or in the negotiation of restrictive covenants or agreements.
- Restrictive Covenants, Unity of Titles, and other required documentation associated with development approvals;
 - Process: working with administrative staff on processing of documents to be approved either administratively or at a public hearing. After such approval, submittal of various related documents, including but not limited to opinions of title and corporate resolutions.

- Informal negotiations with City staff involving such matters as:
 - City land use, zoning and site plan policy interpretation;
 - Intervening when building permit reviews get hung up at the City; and
 - Negotiating with engineering or traffic engineering on road improvements and need for traffic signalization.

- Real estate, financing, leasing, acquisitions, dispositions, development and other real property matters:
 - Negotiating ground leases, interlocal agreements, development agreements, covenants, restrictions, easements, financings documents, economic incentives/subsidies and other transactions, agreements, certificates, documents or other instruments, and any amendments, modifications, supplements, restatements or renewals of the foregoing, with the City and/or other controlling jurisdictions.

- **Litigation related to the above may only be undertaken (i) with the prior written consent of the City Attorney and (ii) only to the extent expressly permitted in the penultimate paragraph under the heading “Conflicts” of the letter to which this Schedule “B” is attached.**

SCHEDULE "C"

PART I – BOND COUNSEL FEE SCHEDULE

Sliding Fee Scale for Fixed Rate General Obligation Bonds based upon increments of \$25 million.

First	\$25,000,000	@ \$1.25/\$1K	\$31,250
Second	25,000,000	@ \$1.00/\$1K	25,000
Third	25,000,000	@ \$0.75/\$1K	18,750
Fourth	25,000,000	@ \$0.50/\$1K	12,500
Fifth	25,000,000	@ \$0.25/\$1K	6,250
Sixth	25,000,000	@ \$0.25/\$1K	6,250

PART II – DISCOUNTED HOURLY RATES

<u>Attorney</u>	<u>Position</u>	<u>2019 Hourly Standard Rate</u>	<u>City Discounted Hourly Rate</u>
Albert del Castillo	Public Finance Shareholder	\$850	\$400
Bruce Giles-Klein	Public Finance Shareholder	\$950	\$400
Rebecca Harrigal	103-Tax Shareholder	\$840	\$400
Vanessa Albert Lowry	103-Tax Shareholder	\$840	\$400
Aileen Requejado	Public Finance Paralegal	\$280	\$200

SCHEDULE "D"

BILLING POLICIES

Introduction

We look forward to doing business with you. This document outlines our standard billing practices.

Fees

Our fees for Bond Counsel services in connection with the issuance of Bonds will be determined as set forth in Part I of Schedule "C" of the engagement letter to which this Schedule "D" is attached.

Our fees for hourly rate engagements are based on the time required to handle the matter at our normal individual lawyer/paralegal hourly rates. Rates for lawyers in the Firm range from \$345 per hour for the most junior associates to \$950 per hour for our most senior attorneys. The rate for paralegals is between \$150 to \$295 per hour. The rates of our lawyers and paralegals are subject to change. Any new rates would be implemented immediately after they are adopted and would apply to services rendered after the effective date thereof. **The foregoing notwithstanding, the hourly billing rates of our timekeepers for our representation of the City in connection with hourly rate matters described in the second paragraph under the heading "Fees for Services" of the engagement letter to which this Schedule "D" is attached will be as set forth in Part II of Schedule "C" of the engagement letter.**

Whenever appropriate and consistent with the proper representation of our clients, we may use paralegals, junior attorneys, contract attorneys and staff members in order to minimize the impact of the hourly rates of the more senior attorneys. We believe the utilization of junior attorneys, paralegals or staff members, in consultation with and under supervision of more experienced attorneys in the Firm as appropriate, may enable us to maintain economically and efficiently the high quality of our legal representation, while permitting us to both avoid sacrificing the quality of our work for lower fees and to avoid assigning senior attorneys tasks which can be performed efficiently by junior attorneys, paralegals or other staff members.

We will charge for all time spent representing your interests, including, by way of example, telephone and office conferences with you or your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any), and others; conferences among our legal and paralegal personnel; participation in discovery; factual investigation; legal research; responding to your requests for us to provide you or your representatives with additional information; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; preparation of letters, pleadings, and other documents; and attendance at depositions, hearings, mediations, closings, trials, or other proceedings; and out-of-town travel. Hourly charges are applied to total time devoted to client representation including travel time, when necessary.

Costs and Expenses

We have established prevailing rates for all charges that will be incurred during the course of this representation. We believe that rates charged are competitive with charges established by comparable law firms. You will be responsible for all such charges that we incur in the course of this representation and will be responsible for reimbursing us for any actual costs advanced on your behalf. Greenberg is committed to remaining at the cutting edge of modern computer and communications technology so as to provide our clients with optimum competitive advantage and technological efficiencies. Our charges include, but are not limited to travel, copying, facsimile charges, messenger services, long distance phone calls, computer research services, secretarial overtime and filing fees. These charges may also include any sales or service tax that may be applicable.

Expenses of Outside Contractors

Generally, expenses of outside contractors, such as court reporters, surveyors, title companies, will be directly billed or directed to the client pursuant to retainers in which payment and indemnification terms remain strictly between the client and the vendor. Greenberg will not be responsible for payment of such services. It is important to note that the prompt payment of these charges to outside contractors is essential to be able to provide timely and efficient service to you in the future, with the assistance of such contractors. If desired, with sufficient expense deposits in advance, we will directly pay the outside contractors. The amount of the retainer and deposit may be increased as circumstances require (for example, at the time of trial), but in any event will be applied to the payment of our final bill or refunded, as applicable.

Type of Invoice

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and expenses attributable to the matter. At your option, the invoice will be either generalized or detailed. The generalized invoice will indicate total fees due for legal work accomplished and the total costs charged to the file. In the alternative, the invoice will have a detailed backup sheet showing the attorney that worked on the matter; the work performed; the time spent on the task; and, the total fee amount due.

Payment of Invoices

We will bill our time charges on a monthly basis. Each invoice is payable upon receipt. Any unpaid balance not paid within thirty (30) days of the billing date may incur interest upon such balance at the rate of 1.5% per month. In the event we receive a payment from a client at a time when more than one invoice is outstanding on any one or more matters for that client, we will apply that payment to any such invoice(s), unless the payment is accompanied by the remittance copy of the invoice(s) being paid or by some other written indication from the client directing how the payment is to be applied. It is the policy of the Firm to discontinue representation, in a manner and in accordance with applicable Rules of Professional Responsibility, for any client whose account is more than forty-five (45) days in arrears, unless special arrangements in writing are approved by Greenberg's Chief Executive Officer. Individual attorneys are not authorized to make such arrangements or to waive this policy.

In the event we are ultimately required to bring suit to collect any unpaid fees or costs, you understand and agree that we shall be entitled to the reasonable value of our attorneys' fees and costs.

Retainers

For certain types of matters, our policy is to require that our clients provide us with an initial fee retainer and expense deposit. The exact amount of this retainer and deposit will be agreed to by the client and the billing attorney. Unless other arrangements are made, the retainer for legal fees and expenses will be held throughout the engagement and will be applied against payment of the last invoice on the matter or refunded if the account is up to date. The cost and expense deposit will be retained in our trust account, with interest on that account to be paid in accordance with governing law or, if this matter is subject to special requirements of another State, those requirements.

Different Billing Arrangements

Individual billing arrangements that differ from these general policies will be discussed and agreed to between the client and the billing attorney and will be set forth in a retention letter.

Attorney's Lien

To secure payment to Greenberg of all sums due under this agreement for legal services rendered and/or costs advanced, you hereby authorize us to withdraw sums from our client trust account to pay your statements for services as such sums are billed, and grant us a lien for attorneys' fees and costs on all retainers, escrow accounts, trust accounts, real, personal or intangible property claims and causes of action subject to our representation of you and the proceeds of any recovery obtained.

Mutual Right to Terminate Relationship

Of course, every client has the right to terminate our representation at any time for any reason. We have the same right upon giving the client reasonable notice so that suitable arrangements can be made by the client to obtain alternative representation, in accordance with applicable Rules of Professional Responsibility. Among the reasons for which we may terminate representation are: (1) nonpayment of our fees, charges or costs; (2) the client's failure or refusal to be forthright, cooperative or supportive of our efforts; (3) the client's misrepresentation of, or failure or refusal to disclose material facts; (4) the client's failure or refusal to accept our advice; (5) discovery of a conflict with another client of Greenberg; or (6) any other reason permitted or required under applicable Rules of Professional Responsibility.

Subject to any limitations imposed by a court, Greenberg or you may terminate Greenberg's representation upon ten (10) days' written notice. Following termination, we will continue to provide representation in the matter for a reasonable time, at your request, until arrangements can be made for alternate representation. However, our services will consist of only those necessary to protect your interests and prevent prejudice. Moreover, if substitute counsel has not been located within ten (10) days of the termination of the representation, you nonetheless agree that appropriate papers allowing Greenberg to withdraw may be filed. We will

be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of our withdrawal.

Official Inquiries

It is possible that because we have been appointed in a matter, or because we have received documents or information in the course of, or in connection with, a matter, we may be required in the future to participate in an inquiry, commission or proceedings arising out of, or in connection with, the matter. This may, for example, involve us producing documents, seeking to claim or defend your privilege to resist inspection or disclosure of certain documents or information or giving evidence at an inquiry. We will seek your instructions if these circumstances arise, but you agree to reimburse us for out-of-pocket expenses and for the time we spend at hourly rates then current.

Questions Regarding Billings

Any questions regarding billing should be immediately directed to the billing attorney or to our Accounting Department.

MIA 186931204v1

RESOLUTION No. 19-01

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR QUALIFICATIONS #2018-32, "BOND COUNSEL SERVICES," TO THE FIRST RANKED FIRM; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GREENBERG TRAURIG, P.A.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 14, 2018, Request for Qualifications #2018-32, "Bond and Disclosure Counsel Services" (the "RFQ"), was advertised for the provision of Bond and Disclosure Counsel Services; and

WHEREAS, six (6) proposal submittals were received on or before November 30, 2018; and

WHEREAS, evaluation meetings were held on December 13, 2018 where all submitted proposals were scored and ranked.; and

WHEREAS, on December 21, 2018 presentations were held for the top three ranked firms; and

WHEREAS, the evaluation committee determined that based on a five hundred (500) Point System; the firms ranked as follows:

- | | |
|------------------------------|------------|
| 1. Greenberg Traurig, P.A. | 493 points |
| 2. Bryant Miller Olive, P.A. | 453 points |
| 3. Akerman LLP | 431 points |

WHEREAS, staff respectfully recommends the approval to award Request for Qualifications #2018-32 for Bond Counsel to the first ranked firm and authorize the City Manager to negotiate and enter into an agreement with Greenberg Traurig.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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. Award. Request for Qualifications #2018-32 for Bond Counsel services is hereby awarded to Greenberg Traurig. This award, in and of itself, does not vest Greenberg Traurig with any rights, absent entering into an agreement with the City in furtherance hereof.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with Greenberg Traurig for Bond Counsel services. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 9 day of January 2019.




JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO
CITY ATTORNEY