

RESOLUTION NO. 14 -54

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, RATIFYING AND APPROVING THE NOMINATION AND SELECTION OF THE LAW FIRM OF WEISS, SEROTA, HELFMAN, PASTORIZA, COLE & BONISKE, P.L. TO SERVE AS THE CITY ATTORNEY FOR THE CITY OF DORAL; APPROVING THE REPRESENTATION AGREEMENT ATTACHED HERETO AS EXHIBIT "A", AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Section 3.07 the Charter of the City of Doral (the "City") provides that the City Attorney may be removed by the City Council at any time and that the Mayor shall nominate, subject to approval by a majority of the City Council, an individual attorney or law firm to act as the City Attorney under such terms, conditions, and compensation as may be established by Council; and

WHEREAS, on March 12, 2014, at a duly-called Regular Meeting of the Doral City Council, the Mayor nominated, and with majority support from the City Council, appointed the law firm of Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L. (the "Firm") to serve as City Attorney, replacing the law firm of Gray Robinson, P.A. upon approval of a representation agreement with the Firm; and

WHEREAS, on March 19, 2014, at a duly-called Special Meeting of the Doral City Council, the Mayor and Council considered a representation agreement received from the Firm containing the terms under which the Firm is willing to serve as the City Attorney (a copy of said "Representation Agreement" is attached hereto as Exhibit "A"); and

WHEREAS, Pursuant to Section 3.09 of the City Charter and Section 2-323 of the City of Doral Code of Ordinances, the selection of a City Attorney is exempt from formal procurement; and

WHEREAS, the Mayor and City Council believe that the appointment of the Firm as City Attorney under the terms of the Representation Agreement is in the best interests of the City and its residents.

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

Section 1. Recitals. Each of the above-stated recitals are hereby adopted, confirmed and incorporated herein by this reference.

Section 2. Ratification/Appointment. The nomination and selection of the law firm of Weiss Serota, Helfman, Pastoriza, Cole & Boniske, P.L. to serve as City Attorney for the City is hereby ratified, accepted and approved.

Section 3. Approval of Agreement. The Representation Agreement between the Firm and the City, attached hereto as Exhibit "A", is hereby approved.

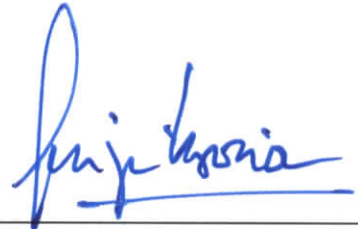
Section 4. Implementation. The Mayor is hereby authorized to execute the Representation Agreement, and the City Manager is hereby directed to take such other action as is necessary and appropriate to immediately implement the purposes of this Resolution and the Representation Agreement.

Section 5. Effective Date. This Resolution shall become immediately effective upon its adoption.

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

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	No
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 19th day of March, 2014



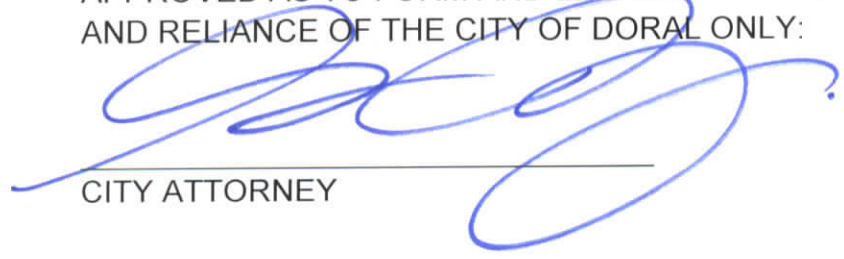
LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



CITY ATTORNEY

**WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.**

ATTORNEYS AT LAW

A PROFESSIONAL LIMITED LIABILITY COMPANY
INCLUDING PROFESSIONAL ASSOCIATIONS

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March 12, 2014

Via Hand Delivery & Email

Mayor Luigi Boria & City Council
City of Doral
8401 N.W. 53rd Terrace
Doral, FL 33166

Re: City of Doral – Legal Representation as City Attorney

Dear Mayor and Council Members:

We are delighted that you wish to engage our Firm to perform legal services for the City of Doral (the "City") as its City Attorney. Our Firm is the preeminent full-service, municipal law firm in South Florida dedicated to serving as the "one-stop shop" for municipalities seeking the services of a city attorney firm with ability to address the full spectrum of issues faced by municipalities. We are confident that we can be of service to the City. We have found that clients appreciate a clear understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

Please allow this letter to set forth our understanding as to the nature and scope of the legal services we will provide for the City, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment.

1. Nature of Legal Services. You have engaged us to serve as City Attorney. Our services will include the representation of the City, working with the Mayor and City Council and the administration, in all legal matters relating to the City's affairs, from day-to-day administrative issues to the development of policies and programs from the Mayor and Council. The general

services that the Firm will provide include, but are not limited to, all areas of general municipal law, land use and zoning, building, permitting, code enforcement and lien law, procurement and contract law, parliamentary law and procedure, constitutional and legislative issues, and economic development and redevelopment issues, as well as litigation and dispute resolution in all administrative, state, federal and arbitral forums at every level. The specialized services that the Firm is available to provide include, but are not limited to, civil rights and police legal issues, labor and employment issues, collective bargaining, eminent domain, litigation, appellate representation, utilities law, environmental and sustainability law, telecommunications, housing issues, municipal finance, real estate and construction law. The Firm's work will not include those certain police matters of the City that are currently being handled by special counsel.

While the City has engaged our Firm as City Attorney, Mr. Gilberto Pastoriza and Mr. Daniel A. Espino will be designated as co-leads on the representation and be principally responsible for attending to your matters. They will also be assisted by Ms. Lilian Arango. This working team dynamic creates a redundancy effect in which at all times a dedicated lead attorney is knowledgeable about all the issues currently being faced by the City. Mr. Pastoriza and Mr. Espino will attend the regular, special and workshop Council meetings, as well as such meetings with the administration as may arise from time to time. Depending upon the type of matter which needs legal attention, different attorneys of the Firm, with specific specialized expertise and/or experience, may from time to time be assigned by Mr. Pastoriza and Mr. Espino to address the City's particular legal matters, under the supervision of Mr. Pastoriza and Mr. Espino.

2. Fees for Services. You will be charged and agree to pay for our services on an hourly basis at a flat, discounted rate of \$175.00 for all attorneys of the Firm. It is our practice to provide unfettered access to our lawyers, offering open lines of communications (providing home, direct dial and cellular phone numbers), and, as such, we do not charge for conversations with elected officials; instead, we encourage regular and frequent conversation, so that you may be as informed as possible without concern of billable time. Additionally, we routinely staff regular, special and workshop Council meetings with several members of our team, and yet the City will only be charged the rate of one (1) attorney.

3. Costs. In addition to the attorneys' fees discussed in paragraph 2, the firm will bill the City for incidental, out-of-pocket costs such as delivery charges, long distance telephone charges, photocopies, postage, faxes, and computer research expenses. Non-incidentals costs such as court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, expert fees, trial/hearing exhibit costs, investigation costs, will continue to be itemized and billed.

4. Payment of Fees and Costs. Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any

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invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion, to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes.

5. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client, unless each such client consents to such representation after consultation. Should such a situation arise, you will be immediately informed and a proposed manner to address the conflict will be provided by our office.

6. Withdrawal from Representation and Termination. The City at any time may choose to terminate this agreement with or without cause and shall only be liable for fees and cost incurred up to the date of termination. We, likewise, reserve the right to withdraw from representing you if you have misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

7. Fees for Other Services. In the event you ask us to render legal services with respect to matters outside the scope of this representation agreement, the other matters will be handled under the same terms and conditions as provided for in paragraph 2 of this letter.

8. Commencement of Representation. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and delivering it to us.

We are honored to return to Doral and be of service to the City once more. We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner. If you have any questions or concerns, please do not hesitate to contact our office to discuss.

Very truly yours,

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

By:


Gilberto Pastoriza

By:


Daniel A. Espino

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

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ACKNOWLEDGEMENT AND AGREEMENT

Having been duly authorized by an affirmative majority vote of the members of the City Council for the City of Doral, Florida, the undersigned has read this representation agreement and, on behalf of the City of Doral, Florida, agrees to the terms set forth herein.

AGREED AND ACCEPTED on March 19, 2014.

CITY OF DORAL, FLORIDA

By:



Luigi Boria, Mayor