

**RESOLUTION No. 23-28**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE INTERIM CITY ATTORNEY TO RETAIN THE LAW FIRM OF LEWIS LONGMAN & WALKER, P.A. FOR THE PROVISION OF SPECIAL PENSION AND PUBLIC BENEFITS COUNSEL SERVICES AND SPECIALIZED LEGAL ADVISORY SERVICES FOR THE CITY OF DORAL IN AN AMOUNT NOT TO EXCEED \$20,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE RETAINER AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on February 10, 2021, the City of Doral (the “City”) adopted Ordinance 2021-02, establishing a retirement system for former, current, and future elected officials (the “Ordinance”); and

**WHEREAS**, the Ordinance provides lifetime pension, health and life insurance benefits for elected officials who have served at least eight (8) years or two (2) full terms in office, are no longer serving as an elected official, and attain age sixty (60); and

**WHEREAS**, the Ordinance has, and will continue to have, a significant fiscal impact on the City; and

**WHEREAS**, the City wishes to retain Special Counsel services to evaluate the validity of the Ordinance; and

**WHEREAS**, the law firm of Lewis Longman & Walker, P.A. represents cities throughout the State of Florida on a wide range of pension legal matters, and advises local governments on compliance with federal and state laws governing public pension plans and benefits; and

**WHEREAS**, it is in the interest of the City to retain the law firm of Lewis Longman & Walker, P.A., to provide said Special Counsel services and act as the Legal Advisor for

the Interim City Attorney under the terms and conditions presented herein as Exhibit "A"  
in an amount not to exceed \$20,000.00; and

**WHEREAS**, funding for the aforementioned services can be found in account  
001.30005.500312.

**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 as part hereof by this reference.

**Section 2. Approval.** The City of Doral hereby authorizes the Interim City Attorney  
to retain the law firm of Lewis Longman & Walker, P.A., for the provision of Special Counsel  
services for the City of Doral and for the provision of Legal Advisory services under the terms  
and conditions as set forth in Exhibit "A", which is attached hereto and incorporated herein  
by reference.

**Section 3. Authorization.** The Mayor and City Council of the City of Doral, Florida  
hereby authorize the City Manager to execute the retainer agreement with Lewis Longman  
& Walker, P.A., and expend funds in an amount not to exceed \$20,000.00 from account  
001.30005.500312.

**Section 4. 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	Absent
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 8 day of February, 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.  
INTERIM CITY ATTORNEY

REPLY TO: TALLAHASSEE

January 26, 2023

City of Doral  
c/o Christi Fraga, Mayor  
8401 NW 53rd Terrace  
Doral, FL 33166CONFIDENTIAL  
ATTORNEY/CLIENT  
PRIVILEGED

Re: Legal Representation of City of Doral—Pension Matters

Dear Ms. Fraga:

On behalf of the law firm of Lewis, Longman & Walker, P.A. (“LLW”), thank you for the opportunity to represent the City of Doral (“City”) on the above-referenced matter that is further defined in Section 2 of this Engagement Agreement (“Agreement”). The purpose of this Agreement is to document the terms of our professional relationship. A solid attorney-client relationship is built on a clear understanding of the terms of the relationship. Therefore, I ask that you review this letter with care and then either confirm your agreement to these terms or state any different or additional terms that the City would like us to consider.

1. Client. Unless and until agreed by all parties in writing, LLW’s only client in this matter is the City of Doral, whose primary address is 8401 NW 53rd Terrace, Doral, FL 33166.
2. Services. LLW will provide advice and representation to the City on pension matters, as requested by the City. Any additional matters that the City may ask us to undertake must be covered by a separate Engagement Agreement and will require a separate conflict check.
3. Professional Fees. I will be the shareholder in charge of this matter, and I will be primarily responsible for providing and supervising the legal services required. I anticipate that Jim Linn will also be working on your matter. Our hourly rate for public pension matters is \$385.00. I will be responsible for ensuring that this matter is staffed in a manner adequate and appropriate to the requirements of the representation. The rates for other LLW attorneys range from \$255.00 to \$385.00 per hour. The rates for paralegals/law clerks range from

**JACKSONVILLE**  
245 Riverside Ave.  
Suite 510  
Jacksonville, FL 32202  
T: 904.353.6410  
F: 904.353.7619**ST. PETERSBURG**  
100 Second Ave. South  
Suite 501-S  
St. Petersburg, FL 33701  
T: 727.245.0820  
F: 727.290.4057**TALLAHASSEE**  
106 East College Ave.  
Suite 1500  
Tallahassee, FL 32301  
T: 850.222.5702  
F: 850.224.9242**TAMPA**  
301 West Platt St.  
Suite 364  
Tampa, FL 33606  
T: 813.775.2331**WEST PALM BEACH**  
360 South Rosemary Ave.  
Suite 1100  
West Palm Beach, FL 33401  
T: 561.640.0820  
F: 561.640.8202

January 26, 2023

Page 2

\$210.00 to \$235.00 per hour. These rates will be in effect through December 2023 and are subject to change in January of each subsequent year. If rates are changed the City will be notified.

4. Communication and Cooperation. In order for us to serve as the City's counsel, it is essential that we are able to contact the City, and that the City respond to our requests for information or documents as expeditiously and completely as possible. We may also require client personnel be made available to meet with us in relation to representing the City in this matter.

It is my understanding that Mayor Christi Fraga will be the City's primary client contact for this matter. I can be reached by telephone at 850-597-0744 or by e-mail at [gthomas@llw-law.com](mailto:gthomas@llw-law.com). I endeavor to return all telephone calls or e-mails within 24 hours during the business week; however, if the City is ever unable to reach me, please contact my assistant, Elizabeth, by telephone at 850-222-5702 or by e-mail at [esirman@llw-law.com](mailto:esirman@llw-law.com).

5. Costs. LLW will charge the City for direct costs incurred on the City's behalf for this representation.

6. Billing and Payment. We will bill the City on a monthly basis for professional services rendered and expenses incurred in connection with this matter. Our services will be billed in tenth of an hour increments rounded up to the nearest increment, with a minimum entry for the task of one tenth of an hour. The City agrees to pay the amount of each invoice in full in accordance with Florida's Prompt Payment Act (Section 218.70, etc., Fla. Stat.). Payments received will be applied to the outstanding invoices specified by the payment. If a specific invoice is not specified, the payment will be applied to the oldest outstanding invoice. If you have any questions about an invoice or if the City disputes any items or any invoice, the City agrees to notify me in writing within fifteen (15) days of the billing date of the question or concern. If no issues are raised within this time period, the firm will assume the City does not have any dispute with the invoice.

7. Public Records. LLW will keep and maintain public records required by the City to perform the service. However, the parties agree that the nature of the retention contemplated herein does not render LLW a "public agency" within the meaning of the term in Chapter 119, Florida Statutes.

Upon request of the City's custodian of public records, as identified in the next section, LLW will provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

For public records requests that require significant administrative time or the use of technology to fulfill, LLW will prepare an estimate of the cost of fulfilling the public records request and provide same to the City in writing. If the City has a policy regarding the manner of calculating charges for significant administrative time or the use of technology, LLW will follow the policy in developing the cost estimate. The City's policy will be attached hereto upon execution by the City. If the City does not have a specific policy for calculating charges for significant administrative time or the use of technology, LLW shall develop the estimate based on LLW's actual cost. Significant administrative time will be considered time in excess of 30 minutes. Labor costs shall be estimated based on 1.25 x the hourly rate of the lowest paid LLW member capable of performing the work. The cost of technology shall be estimated based on actual cost, with no mark-up.

LLW will ensure that public records maintained or created in connection with this representation that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the representation if LLW does not transfer the records to the City.

Upon completion of the representation, LLW shall transfer, at no cost to the City, all public records in possession of LLW related to the representation, in the format in which those records were ordinarily kept, provided that all electronic records shall be produced to the City in a format that is compatible with the City's information technology systems. If the City desires the records to be transferred in a format that is different than the above-referenced format, LLW shall prepare a cost estimate for the records conversion upon request and provide the converted records to the City upon approval of the cost estimate.

LLW shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. LLW may retain duplicate copies of non-exempt and non-confidential public records after the record copies are transferred to the City.

If the City receives a public records request for materials the record copies of which are maintained by LLW, the City shall immediately notify LLW of the request in writing. LLW will provide the records to the City, or allow the records to be inspected or copied within a reasonable time, as directed by the City. If the City desires for LLW to review the records for responsiveness and/or exemption/privilege, the City shall advise LLW of its desire in writing and LLW shall provide the service at the rates provided herein. If the City should direct LLW to "certify" a public record, the City should provide LLW with direction on the desired format of such certification along with the records request.

**8. IF LLW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LLW'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

**THIS AGREEMENT, LLW WILL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**305-593-6730**

**Telephone Number**

**connie.diaz@cityofdoral.com**

**E-mail Address**

**City of Doral**

**8401 NW 53<sup>rd</sup> Terrace**

**Doral, FL 33166**

**Mailing Address**

9. Representation of Other Clients; Conflicts. From time to time Lewis, Longman & Walker attorneys represent clients before various governmental entities in zoning, land use, water-related, environmental, short-term rental and other non-retirement matters. It is possible that our attorneys may undertake the representation of clients in future zoning, land use, water-related, environmental, short-term rental or other matters that may involve the City or come before the City Council or City boards. Neither I nor any attorney who may perform pension work for the City will be involved in any such matters, and the firm's representation of clients in such matters will not limit the exercise of my independent professional judgment, or that of any other attorney who may work on pension matters, with respect to the matters we will be handling for the City. Accordingly, the City agrees that it will not seek to disqualify Lewis, Longman & Walker, P.A. from representing firm clients in zoning, land use, water-related, environmental, short-term rental or other non-pension matters that may involve or come before the City or its boards. We will notify the City if a potential conflict should arise with respect to our firm's representation of any clients in the future, and we recognize that the City reserves the right to terminate our services at any time.

LLW engages in legislative lobbying efforts on behalf of numerous public and private clients, individuals, corporations, local governments and industry associations, including short-term rental entities. Further, while the Firm works to inform all of its clients of its lobbying efforts and does regularly pursue matters that are supportive of local governments, it is understood that the political process inherently produces differences of political opinion. Such political differences may not amount to a conflict of interest under the Rules of the Florida Bar, but we recognize that the City reserves the right to terminate our services at any time.

We sincerely thank you for choosing LLW to assist in this matter. If the City agrees with the foregoing terms and conditions, please sign in the space provided at the bottom of this

January 26, 2023

Page 5

Agreement, return a copy to me, and retain a copy for the City's records. On behalf of LLW, I look forward to assisting the City in this matter.

Sincerely,



Glenn E. Thomas

Shareholder

Lewis, Longman & Walker, P.A.

**ACCEPTED BY:**

**City of Doral**

By: \_\_\_\_\_

\_\_\_\_\_  
[PRINT NAME]

\_\_\_\_\_  
[TITLE]

\_\_\_\_\_  
[DATE]

\_\_\_\_\_  
[Email Address]

\_\_\_\_\_  
[Work Telephone Number]

\_\_\_\_\_  
[Cell Phone Number]