

GASTESI LOPEZ & MESTRE, PLLC

A Partnership of Professional Associations

8105 N.W. 155 Street
Miami Lakes, Florida 33016

Telephone: 305-818-9993
Facsimile: 305-818-9997

Raul Gastesi, Jr.
Raul R. Lopez
Ceasar Mestre Jr.

Reply to: Raul Gastesi, Jr., Esq.
Email: gastesi@glmlegal.com

Lorenzo Cobiella
Ruth Acevedo
Jennifer M. Vazquez
Lourdes Ermer (Of Counsel)

June 2, 2024

Ms. Kathy Brooks
Interim City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

Ms. Jaqueline Lorenzo
Procurement and Asset Management Director
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

Re: Retainer Agreement for Legal Services

Dear Ms. Brooks and Ms. Lorenzo:

In response to your request dated May 17, 2024, please accept this correspondence as Gastesi, Lopez & Mestre, PLLC, 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. 2024-06 City Attorney Services, Gastesi Lopez & Mestre, PLLC (GLM) will provide general legal services for a monthly retainer of \$25,000 per month. This retainer will 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 - 4 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:

Attorneys	\$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, GLM will notify the City that the Special Project will 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 (this may include the use of outside counsel, and compensation at their rates).

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.

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

GLM 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, GLM 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 GLM 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 GLM 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 GLM with original documents during the course of this engagement, GLM will hold these records for the City during the pendency of the City's action. At the conclusion of the City's matter GLM will contact the City and make arrangements for the return of the records the City provided. GLM will retain a file of the City's matter for GLM'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.

The City agrees that after the conclusion of the one-year period, should the Council find the attorneys' performance satisfactory, the monthly retainer shall be increased to \$30,000.00.

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

AGREED AND ACCEPTED on this 3rd day of June, 2024

GASTESI LOPEZ & MESTRE, PLLC

By: 
RAUL GASTESI, JR., ESQ.
Managing Partner

Date: 6.3.2024

ATTEST:

By: 
CONNIE DIAZ, MMC
City Clerk

CITY OF DORAL

By: 
CHRISTI FRAGA
Mayor

Date: 6/3/2024

RESOLUTION No. 24-124

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE SELECTION OF GASTESI, LOPEZ & MESTRE, PLLC (“FIRM”) AS CITY ATTORNEY PURSUANT TO ARTICLE 3.02 OF THE CITY’S CHARTER, AND AWARDING RFQ #2024-06 “CITY ATTORNEY SERVICES” TO THE FIRM; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A RETAINER AGREEMENT FOR LEGAL SERVICES WITH THE FIRM CONSISTENT WITH THE FIRM’S PROPOSAL; PROVIDING FOR IMPLEMENTATION; 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 February 14, 2024 Council 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 #2024-06 for City Attorney Services (“RFQ”); and

WHEREAS, the City received interest and resumes from two (2) applicants, Shauna Morris and Christopher La Piano, and received timely submission of proposals from three (3) firms: Greenspoon Marder, LLP, Gastesi, Lopez & Mestre, PLLC, and Gray Robinson, PA; and

WHEREAS, both the applicants and the three firms were invited to be present and address the Search Committee at a publicly held meeting on May 7, 2024, during which the Search Committee scored and ranked the proposers; and

WHEREAS, the Search Committee forwarded the names of Gastesi, Lopez & Mestre, PLLC, which was determined to be the top ranked proposer, and Gray Robinson, PA, which was determined to be the second-ranked proposer; and

WHEREAS, the Mayor and City Council believe that it is in the best interest of the City and its residents to approve the selection of Gastesi, Lopez & Mestre, PLLC (the “Firm”) to serve as City Attorney and to authorize the City Manager to negotiate and execute a retainer agreement consistent with the proposal submitted by Firm in response to the RFQ; and

WHEREAS, the Mayor and Council may determine that there is a need for support from the Interim City Attorney for a limited time.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Award. The award of the RFQ to the Firm is approved in accordance with Article 3.02 of the City Charter. No rights are vested in the Firm unless and until the City Manager executes a retainer agreement consistent with this Resolution.

Section 3. Authorization. The City Manager is authorized to negotiate and execute a retainer agreement consistent with the proposal submitted by Firm. The Interim City Attorney may transition to a temporary support role, if needed, for a limited time.

Section 4. 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 5. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption.

The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED this 3 day of June, 2024.



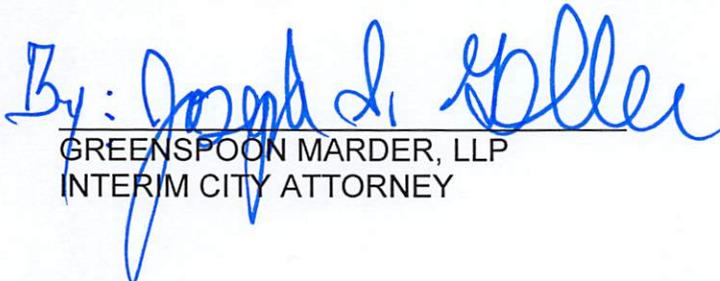
CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



GREENSPOON MARDER, LLP
INTERIM CITY ATTORNEY