

RESOLUTION NO. 14 -14

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING A ONE YEAR AGREEMENT WITH RONALD L. BOOK, P.A., TO PROVIDE STATE LOBBYING SERVICES, WITH AN OPTION TO RENEW FOR A PERIOD OF TWO YEARS IN AN AMOUNT NOT TO EXCEED \$90,000.00 PER YEAR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in response to RFQ 2013-25 titled “ State Lobbying Services” the City of Doral (the “City”) received one (1) response by the November 18, 2013 deadline; and

WHEREAS, upon the review of the qualifications submitted, Staff respectfully requests that the Mayor and City Council approve a one year agreement, (which can be extended for an additional two (2) years, on a year-to-year basis, mutually agreed upon by both parties) with Ronald L. Book, P.A. to provide a State Lobbying Services to the City of Doral in an amount not to exceed \$90,000.00 per year; and

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 true and correct and incorporated herein.

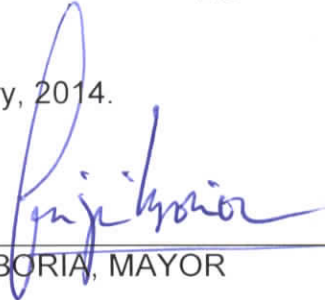
Section 2. **Approval.** The agreement between the City and Ronald L. Book P.A., to provide State Lobbying Services in an amount not to exceed \$90,000.00 per year, a copy of which is attached hereto as Exhibit “A,” is hereby approved. The City Manager is authorized to execute the agreement and expend budgeted funds on behalf of the City.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Ruiz who moved its adoption. The motion was seconded by Councilmember Rodriguez Aguilera 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	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 15th day of January, 2014.



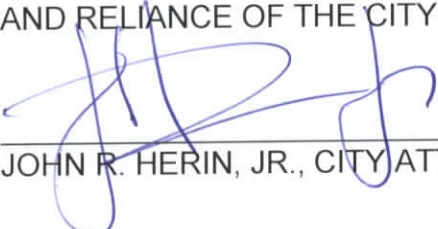
LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



JOHN R. HERIN, JR., CITY ATTORNEY

EXHIBIT “A”

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND**

THIS AGREEMENT is made between _____, a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Legislative Consulting Services on behalf of the City before the Florida State Legislature, the executive branch of the Florida government, various regional and local governments: and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services as specified in "Section 3" and incorporated herein by this reference.

SECTION 3 – TECHNICAL SPECIFICATIONS

SCOPE OF SERVICES

- 3.1 The selected Proposer(s) shall provide professional representation, consulting and lobbying services as directed by the City of Doral before the Florida Legislature, Governor, Cabinet, executive agencies, special districts, regional and local governments, and others deemed necessary or desirable.
- 3.2 Monitor legislation and budget process and provide a timely written communications to the City Council, City Manager, or his/her designee and County Attorney on any actions that may directly or indirectly the city of Doral.
- 3.3 Provide a written legislative session wrap-up, summarizing legislative activity and the effect that approved legislation will have on the City of Doral.
- 3.4 These services may include:

Working closely with City, legislative, agency, related staff and elected or appointed officials, in acquiring sponsors and supporters for City legislative program and priorities; or administrative initiatives.

Including the following lobbying activities:

- **Tracking and review of proposed legislation or proposed changes to existing state law**
- **Development and advocating support, or sponsorship of Legislative bills supporting City priorities**
- **Development and advocating support, or sponsorship of Legislative amendments to pending or existing legislation affecting the City.**
- **Identification of relevant State budget/appropriations or grant requests and assistance in advocating and securing such budget/appropriations requests or grants**
- **Communicating legislative and executive actions, opportunities, or initiatives of relevance to the City.**
- **Other initiatives consistent with City policies and priorities as directed**
- **Work in cooperation with the City's Federal Lobbyist(s)**
- **Advise when City representatives may be required in person in Tallahassee to address issues of particular interest to the City and prepare backup information for these sessions.**
- **No less than once a year meet with the City Council and Staff to assist the City in Developing a legislative program.**
- **Provide monthly reports during the legislative session and quarterly reports during the non-session months to the City Manager and City Attorney on all legislation being tracked. Such reports will be electronically transmitted to the City Manager and City Attorney.**
- **Host City officials during the legislative session in Tallahassee, or at such other times as maybe requested by the City in writing and arrange all appropriate meetings.**
- **Attend staff meetings, workshops or Council meetings in Doral at the City Manager's request.**

3.5 Required Areas of Expertise

- a. State Budget/Appropriations
- b. Economic Development
- c. Sports Tourism
- d. Public safety
- e. Finance and Taxation
- f. Revenue Sharing
- g. Protecting and enhancing City revenues
- h. Transportation planning and funding issues
- i. Infrastructure
- j. Environmental including regulatory, coastal, and stormwater issues
- k. Public utilities including water, sewer
 - l. Human Services including healthcare, Medicaid, children's services, homelessness, pain management
- m. Criminal and juvenile justice
- n. Growth management
- o. Housing and community development
- p. Real property issues
- q. Construction / Uniform Building Code permitting
- r. Telecommunications
- t. Human Resources/Florida Retirement System
- u. General Local Government

1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through _____, 20__, unless earlier terminated in accordance with Paragraph 8.

3. Compensation and Payment.

3.1 For all professional services provided by Consultant described in Section 1, beginning _____, 20__, the City shall pay consultant an annual fee of \$_____, payable in four (4) equal quarterly installments of \$_____.

- 3.2 Consultant shall be entitled to reimbursement of expenses incurred as a result of its representation of the City. Such expenses may include long distance phone charges, use of on-line legislative and legal resources, copying and facsimile charges, postage and overnight delivery charges and other expenses related to representation of the City.
- 3.3 Consultant shall be reimbursed by the City for reasonable travel expenses provided such expenses are preapproved by the City Manager in writing. If Consultant is traveling on behalf of several clients, the City shall be charged only its pro-rated portion of the cost incurred.
- 3.4 Reimbursement of cost and travel expenses shall be paid by the City of the Consultant upon approval of an invoice, including appropriate receipts and back-up documents.
- 3.5 Payments and reimbursements due under this section shall be paid by the City pursuant to the Florida Prompt Payment Act.
- 3.6 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.
4. **Subconsultants.**
 - 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.
5. **City's Responsibilities.**
 - 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.
6. **Consultant's Responsibilities.**
 - 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the work under this Agreement as in ordinarily provided by a professional under similar circumstances.
7. **Conflict of Interest.**

- 7.1 Consultant shall not be prohibited from representing or providing the like services to other persons and entities other than the City, so long as Consultant shall avoid any representation or relation that would create a conflict of interest, as determined by the City Attorney and City Council.
- 7.2 Consultant shall not take on any client or matter, which would jeopardize Consultant's ability to devote the time, resources, and effort necessary to fulfill its obligations to the City.

8. Termination.

- 8.1 Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other.
- 8.2 The City may terminate this Agreement immediately with cause.
- 8.3 Upon receipt of the City's written notice of termination, Consultant shall stop all work on behalf of the City unless directed otherwise in writing by the City Manager.
- 8.4 In the event of termination the, the City shall be obligated to pay the Consultant only for approved fees and costs incurred by the Consultant prior to the date of termination. If the Consultant has already received the quarterly fee payment, the Consultant shall refund a pro-rated percentage of the fee back to the City.

9. Insurance.

- 9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Section 2.9. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

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13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Joe Carollo, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: John Herin, Jr., Esq
City Attorney
Gray Robinson, P.A.
401 E. Las Olas Blvd., Suite 1850
Ft. Lauderdale, Florida 33301

For The Consultant: _____

14. Governing Law.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. Entire Agreement/Modification/Amendment.

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Severability.**

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

18.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

20. **Waiver**

20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. Survival of Provisions

21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. Prohibition of Contingency Fees.

22.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

23. Counterparts

23.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same.

Attest:

CITY OF DORAL

Barbara Herrera, City Clerk

By: _____
Joe Carollo, City Manager

Date: _____

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

John R. Herin, Jr., City Attorney

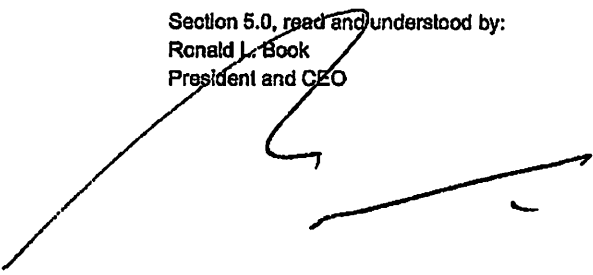
CONSULTANT

By: _____

Its: _____

Date: _____

Section 5.0, read and understood by:
Ronald J. Book
President and CEO

A handwritten signature in black ink, appearing to be 'Ronald J. Book', written over the typed name. The signature is written in a cursive style with a large initial 'R' and 'B'.