

**RESOLUTION NO. 10 - 33**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING COMPETITIVE PROCUREMENT; AUTHORIZING THE REAPPOINTMENT OF AKERMAN SENTERFITT AND QUANTUM RESULTS, INC. AS THE LOBBYISTS FOR THE CITY OF DORAL; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AKERMAN SENTERFITT AND QUANTUM RESULTS, INC. FOR STATE AND LOCAL LOBBYING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral seeks to protect and represent its interests with the Florida State Government and Local Government; and

**WHEREAS**, City Staff has determined it to be in the best interest of the City to reappoint the Akerman Senterfitt law firm and Quantum Results, Inc. as lobbyists for the City of Doral; and

**WHEREAS**, the services in question are professional services and the City's procurement policies contain an exception for professional services; and

**WHEREAS**, Staff respectfully recommends that the City Council of the City of Doral waive competitive procurement requirements and authorize the City Manager to enter into an agreement with Akerman Senterfitt and Quantum Results, Inc. for state and local lobbying services.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1.** The City Council of the City of Doral Florida hereby waives competitive procurement requirements, authorizes the reappointment of Akerman Senterfitt and Quantum Results, Inc. as the lobbyists for the City of Doral and further authorizes the City Manager to enter into an agreement with Akerman Senterfitt and

Quantum Results, Inc. for state and local lobbying services, substantially in the form of Exhibits A and B hereto, respectively.

**Section 2.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilman DiPietro who moved its adoption. The motion was seconded by Vice Mayor Van Name and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	No
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	No

PASSED and ADOPTED this 10<sup>th</sup> day of February, 2010.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JIMMY MORALES, ESQ., CITY ATTORNEY

# EXHIBIT "A"

**LEGISLATIVE CONSULTING SERVICES AGREEMENT BETWEEN  
QUANTUM RESULTS, INC. AND THE CITY OF DORAL  
FOR STATE AND LOCAL LOBBYING SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of February, 2010, by and between:

CITY OF DORAL., FLORIDA, a municipal corporation  
8300 NW 53 Street, #100  
Doral, Florida 33166  
(hereinafter referred to as "CITY")

and:

AKERMAN SENTERFITT.  
One Southeast Third Avenue, 25<sup>th</sup> Floor  
Miami, Florida 33131-1714  
(hereinafter referred to as "CONSULTANT")

WHEREAS, at the February 10, 2010, City Council meeting, the CITY approved the waiver of the CITY's bidding process and entering into an Agreement with CONSULTANT to provide Legislative Consulting Services; now, therefore

IN CONSIDERATION of the mutual covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions. CITY and CONSULTANT do mutually agree as follows:

Section 1. PURPOSE: The parties agree that the main purpose of this Agreement is for CONSULTANT to provide state and local professional legislative and lobbying consulting services during legislative sessions, including, but not limited to, meetings as well as state administrative and agency hearing, meetings or rule making proceedings.

Section 2. SCOPE OF SERVICES:

2.01 This Scope of Services between CITY and CONSULTANT will set forth the duties, obligations and responsibilities of CITY and CONSULTANT in the provision of legislative consulting services and related services for CITY. CONSULTANT shall provide the following services during the term of this Agreement:

(A) Review existing and proposed State policies, programs and legislation on a continuing basis for the purpose of identifying those issues that may affect the CITY and its citizens;

(B) Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local government lobbying consultants for the purpose of identifying issues of concern to the CITY;

(C) Assist the City Council and CITY staff in the development of the CITY's Year 2010 legislative program; upon adoption of the CITY's legislative program, a copy of the legislative program shall be incorporated by reference as Exhibit "A."

(D) Effect the implementation of the CITY's legislative program;

(E) Monitor State Legislative Committee meetings, State agency hearings and meetings, prior to and during the Year 2010 Legislative session plus extension periods, in which specific issues outlined in the CITY's adopted Legislative Program are part of the agenda;

(F) Work with the City Council, City Manager's Office and the Miami-Dade County Legislative Delegation in developing special or general legislation which is supportive of the CITY's adopted Legislative Program.

(G) Testify and Lobby during and prior to the Legislative Session(s), Governor and Cabinet, as necessary, on behalf of the CITY, including Legislative Committee meetings and the various meetings of the Miami-Dade County Legislative Delegation.

(H) Appear and testify before State agency hearings, rule-making proceedings and other administrative and legislative meetings, as necessary, in order to promote and seek passage of legislation affecting the CITY'S citizens and legislation supporting the CITY's adopted Legislative Program.

(I) Coordinate appointment/meetings between the Mayor, City Councilmembers, and other City Staff, upon request, with appropriate State officials/legislators.

(J) Report regularly to the City Council, City Manager, and other applicable staff as designated by CITY, through correspondence, informational bulletins, and personal briefings concerning legislation, rules, policy and program directions. This will include, but not be limited to, forwarding copies of appropriate bills to CITY, informing CITY of various meetings/hearings attended on CITY's behalf, providing CITY with any applicable interim studies prepared by the House or Senate, clippings, information from the Florida Administrative Weekly which may be pertinent to CITY, and individually meeting with or contacting Mayor and City Council on issues, as required.

(K) As and when requested by CITY, assist in obtaining State permits and grants.

2.02 The CONSULTANT shall provide the City Council and the City Manager's office with periodic reports during the time that the Florida Legislature has been called into regular and special session. Additionally, the CONSULTANT shall be required to send immediate alerts to the City Manager's office and the Staff Legislative Liaison when any immediate action may be required to be taken by the CITY or any action is being contemplated by the Florida Legislature which will directly impact the CITY. Furthermore, the CONSULTANT shall assist in arranging trips to Tallahassee for staff or elected officials when required to address specific issues affecting the CITY.

2.03 In addition to the scope of work identified in Section 2.01 of this Agreement, CONSULTANT shall provide the following additional services:

- (A) To allocate more time to spend with City staff, administrators and Council during the non-legislative session period to assist CONSULTANT in better understanding the issues which are important to the CITY and to enable CONSULTANT to alert CITY to emerging issues at the State level which will impact the CITY.
- (B) To bring to the attention of the CITY any emerging issues which are of municipal concern. This will enable CITY to make an early determination of any significance to the CITY of any proposed legislation and allow CITY to determine what, if any, to take.
- (C) To assist CITY staff in becoming familiar with the staff of legislative committees, as required.
- (D) To meet with the City Council to assist in the development of the Year 2010 Legislative Program.

Section 3. RESPONSIBILITIES OF CITY:

CITY shall designate the Mayor as the lead public official and the City Manager as the lead staff person to coordinate with CONSULTANT; however, other individuals may be designated from time to time.

- (A) CITY shall have appropriate staff available as required to discuss issues with CONSULTANT. CITY acknowledges that, especially during the legislative session, it is important to have the appropriate staff available.
- (B) CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of the Legislative Consulting Services under this Agreement.

Section 4. CONSULTANT RESPONSIBILITIES:

4.01 CONSULTANT shall perform the scope of services, as set out in Section 2 and throughout this Agreement, as the Legislative Consultant. This list shall not be deemed to be all-inclusive and may be changed from time to time as authorized by the City Council.

4.02 All correspondence shall be directed through the City Manager or his designee.

4.03 CONSULTANT shall devote reasonable and sufficient time to representation of CITY to achieve satisfactory results. CITY recognizes that CONSULTANT has other clients for legislative representation.

Section 5. INDEPENDENT CONTRACTOR STATUS:

5.01 CONSULTANT and their employees, subcontractors, volunteers and agents, shall be and remain independent contractors and not agents or employees of 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 or venture between the parties hereto.

5.02 CITY will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the United States Internal Revenue Service or other state agencies.

Section 6. TERM OF AGREEMENT:

This Agreement shall be retroactive to December 13, 2009 and shall terminate on December 12, 2010, unless terminated earlier pursuant to the Section 12 of this Agreement. This Agreement may be renewed by CITY for two (2) additional one (1) year terms subject to satisfactory performance by CONSULTANT, upon the determination by CITY that renewal is in the best interest of CITY and approval by City Council.

Section 7. COMPENSATION:

For the period beginning December 13, 2009, CITY shall pay CONSULTANT an annual fee of Forty-Five Thousand Dollars (\$45,000.00), including all expenses, to be paid in twelve (12) equal monthly installments on the 15th day of the month, with the first payment due January, 2010, provided the statement indicated below has been received. Although CITY will not compensate the independent contractor on an hourly basis, prior to payment by CITY, CONSULTANT shall provide a statement as to the types of services provided to CITY by the 1st of each month for the month prior. This statement shall include, but not be limited to, the type of service provided and an indication of person/committees/agencies with whom CONSULTANT met. This statement shall also include a summary of services provided and approximate time spent by CONSULTANT on behalf of the CITY during this period.

Section 8. WARRANTIES:

8.01 CONSULTANT warrants to CITY that the services performed hereunder shall be performed in a professional manner, and that such services shall be of the highest quality.

8.02 CONSULTANT warrants to CITY that they shall comply with all applicable federal, state and local laws, regulations and orders in carrying out their responsibilities under this Agreement.

8.03 CONSULTANT warrants to CITY that they are not insolvent, they are not in bankruptcy proceedings or receivership, nor are they engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on their ability to perform their obligations under this Agreement.

8.04 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONSULTANT. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

Section 9. INDEMNIFICATION:

9.01 GENERAL INDEMNIFICATION: CONSULTANT shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the operations of the CONSULTANT or their subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Agreement, specifically including but not limited to those caused by or arising out of any act, omission, default or negligence of the CONSULTANT in the provision of the services under this Agreement.

9.02 CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to reasonable attorney's fees and court and arbitration costs. These indemnifications shall survive the term of this Agreement.

9.03 CONSULTANT shall defend all actions in the name of CITY when applicable, however, CITY reserves the right to select their own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONSULTANT under this indemnification agreement. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.

Section 10. INSURANCE:

10.01 CONSULTANT shall procure and maintain at their own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability:

- (1) Professional Liability and/or Errors and Omissions Insurance in an amount not less than One Million and no/100 Dollars (\$1,000,000.00).
- (2) Coverage shall specifically include the following, with minimum limits:
  - a. Independent Contractors;
  - b. Broad Form Contractual Coverage applicable to the Agreement and specifically confirming the indemnification and hold harmless agreement contained in Section 9 of this Agreement.

10.02 **AT THE TIME OF EXECUTION OF THE CONTRACT, THE CONSULTANT SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF DORAL IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONSULTANT UNDER THE CONTRACT.** The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Section 10 and its subpart of this Agreement.



CONSULTANT shall not commence work under this Agreement until after CONSULTANT have obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONSULTANT shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONSULTANT shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage and extension thereunder is in effect. CONSULTANT shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

10.03 Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.06 The CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that it shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.07 The clauses "Other Insurance Provisions and "Insurers Duties in the Event of an Occurrence, Claim or Suit," as they appear in any policy of insurance in which CITY is named as an additional named insured, shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.08 The CONSULTANT shall not commence performance of their obligations under this Agreement until after they have obtained all of the minimum insurance herein described and the same has been approved.

10.09 The CONSULTANT agrees to perform the work under the Agreement as an independent contractor, and not as a sub-contractor, agent or employee of CITY.

10.10 CONSULTANT shall require each of their subcontractors of any tier to maintain the insurance required herein for each category, and CONSULTANT shall provide verification thereof to CITY upon request of CITY.

10.11 Violation of the terms of this paragraph and its subpart shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

Section 11. DEFAULT:

In the event the CONSULTANT shall default in any of the terms, obligations, restrictions or conditions of the Agreement, the CITY shall give the CONSULTANT written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the CONSULTANT have failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement; in which case, the CONSULTANT shall be liable for all procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Section 12. TERMINATION:

12.01 TERMINATION FOR CONVENIENCE OF CITY: Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONSULTANT, the CITY may, without cause and without prejudice to any other right or remedy, terminate this Agreement for the CITY's convenience, whenever the CITY determines that such termination is in the best interest of the CITY. Upon receipt of the notice of termination for convenience, the CONSULTANT shall promptly discontinue all work at the time. The CONSULTANT shall be paid for all work properly performed prior to the effective date of termination.

12.02 VOLUNTARY TERMINATION: CITY or CONSULTANT may terminate this Agreement by providing thirty (30) calendar days advance written notice of termination in the manner specified herein.

Section 13. PERMITS, FEES AND LICENSES:

CONSULTANT shall secure and pay for all permits and governmental fees, licenses, lobbying authorization/certification and charges necessary for the proper execution and completion of the work.

Section 14. TAXES:

CONSULTANT agrees to pay all applicable sales, consumer use and other similar taxes required by law.

Section 15. AUDIT RIGHTS:

CITY reserves the right to audit the records of CONSULTANT, as they apply to CITY, at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of

CONSULTANT at any and all times during normal business hours during the term of the Agreement.

Section 16. CONFLICT OF INTEREST:

16.01 CONSULTANT covenant that no person under their employ who is presently exercised any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONSULTANT further covenant that, in the provision of the services set out in this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of CONSULTANT, or their employees, must be disclosed in writing to CITY.

16.02 CONSULTANT are aware of the conflict of interest laws of the Municipal Code of the CITY and the State of Florida, Chapter 112, Florida Statutes (1993), as amended, and agree that they will fully comply in all respects with the terms of said laws.

16.03 CONSULTANT warrant that they have not employed or retained any person employed by CITY to solicit or secure this Agreement and that they have not offered to pay, paid or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this privilege.

Section 17. ASSIGNMENT:

CONSULTANT shall not assign, or transfer their rights, title or interests in the Agreement; nor shall CONSULTANT delegate any of the duties and obligations undertaken by CONSULTANT without CITY's prior written approval.

Section 18. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT:

During the performance of the Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Section 19. NON-EXCLUSIVITY:

This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of services to be provided by CONSULTANT hereunder from other sources during the term of this Agreement.

Section 20. GOVERNING LAW; VENUE:

20.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

20.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Miami-Dade County, Florida.

Section 21. ATTORNEY'S FEES AND COSTS:

The prevailing party with a judgment subsequent to any claim, objection or dispute arising out of the terms of this Agreement shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 22. ENTIRE AGREEMENT:

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 23. CUMULATIVE REMEDIES:

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Section 24. SEVERABILITY:

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 25. CONSTRUCTION OF AGREEMENT:

The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

Section 26. NOTICES:

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested to the following persons and addresses:

CITY: City Manager  
City of Doral  
8300 NW 53 Street, #100  
Doral, Florida 33166

CONSULTANT: Akerman Senterfitt One Southeast Third Avenue  
25<sup>th</sup> Floor  
Miami, Florida 33131-1714

Section 27. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the CONSULTANT providing services to the CITY under this Agreement shall be the property of the CITY. 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. 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ATTEST:

CITY OF DORAL, a Florida municipal Corporation

\_\_\_\_\_  
BARBARA HERRERA  
City Clerk

\_\_\_\_\_  
YVONNE SOLER-MCKINLEY,  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
JIMMY L. MORALES City Attorney

AKERMAN SENTERFITT

\_\_\_\_\_  
Michael I. Abrams

# EXHIBIT "B"

**LEGISLATIVE CONSULTING SERVICES AGREEMENT BETWEEN  
QUANTUM RESULTS, INC. AND THE CITY OF DORAL  
FOR STATE AND LOCAL LOBBYING SERVICES**

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8300 NW 53 Street, #100  
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(hereinafter referred to as "CITY")

and:

QUANTUM RESULTS, INC.  
300 Aragon Avenue.  
Coral Gables, Florida 33134  
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WHEREAS, at the February 10, 2010, City Council meeting, the CITY approved the waiver of the CITY's bidding process and entering into an Agreement with CONSULTANT to provide Legislative Consulting Services; now, therefore

IN CONSIDERATION of the mutual covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions. CITY and CONSULTANT do mutually agree as follows:

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(B) Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local government lobbying consultants for the purpose of identifying issues of concern to the CITY;



- (C) Assist the City Council and CITY staff in the development of the CITY's Year 2010 legislative program; upon adoption of the CITY's legislative program, a copy of the legislative program shall be incorporated by reference as Exhibit "A."
- (D) Effect the implementation of the CITY's legislative program;
- (E) Monitor State Legislative Committee meetings, State agency hearings and meetings, prior to and during the Year 2010 Legislative session plus extension periods, in which specific issues outlined in the CITY's adopted Legislative Program are part of the agenda;
- (F) Work with the City Council, City Manager's Office and the Miami-Dade County Legislative Delegation in developing special or general legislation which is supportive of the CITY's adopted Legislative Program.
- (G) Testify and Lobby during and prior to the Legislative Session(s), Governor and Cabinet, as necessary, on behalf of the CITY, including Legislative Committee meetings and the various meetings of the Miami-Dade County Legislative Delegation.
- (H) Appear and testify before State agency hearings, rule-making proceedings and other administrative and legislative meetings, as necessary, in order to promote and seek passage of legislation affecting the CITY'S citizens and legislation supporting the CITY's adopted Legislative Program.
- (I) Coordinate appointment/meetings between the Mayor, City Councilmembers, and other City Staff, upon request, with appropriate State officials/legislators.
- (J) Report regularly to the City Council, City Manager, and other applicable staff as designated by CITY, through correspondence, informational bulletins, and personal briefings concerning legislation, rules, policy and program directions. This will include, but not be limited to, forwarding copies of appropriate bills to CITY, informing CITY of various meetings/hearings attended on CITY's behalf, providing CITY with any applicable interim studies prepared by the House or Senate, clippings, information from the Florida Administrative Weekly which may be pertinent to CITY, and individually meeting with or contacting Mayor and City Council on issues, as required.
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For the period beginning December 13, 2009, CITY shall pay CONSULTANT an annual fee of Forty-Five Thousand Dollars (\$45,000.00), including all expenses, to be paid in twelve (12) equal monthly installments on the 15th day of the month, with the first payment due January, 2010, provided the statement indicated below has been received. Although CITY will not compensate the independent contractor on an hourly basis, prior to payment by CITY, CONSULTANT shall provide a statement as to the types of services provided to CITY by the 1st of each month for the month prior. This statement shall include, but not be limited to, the type of service provided and an indication of person/committees/agencies with whom CONSULTANT met. This statement shall also include a summary of services provided and approximate time spent by CONSULTANT on behalf of the CITY during this period.

Section 8. WARRANTIES:

8.01 CONSULTANT warrants to CITY that the services performed hereunder shall be performed in a professional manner, and that such services shall be of the highest quality.

8.02 CONSULTANT warrants to CITY that they shall comply with all applicable federal, state and local laws, regulations and orders in carrying out their responsibilities under this Agreement.

8.03 CONSULTANT warrants to CITY that they are not insolvent, they are not in bankruptcy proceedings or receivership, nor are they engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on their ability to perform their obligations under this Agreement.

8.04 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONSULTANT. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

Section 9. INDEMNIFICATION:

9.01 GENERAL INDEMNIFICATION: CONSULTANT shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from any and all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the operations of the CONSULTANT or their subcontractors, agents, officers, servants, independent contractors or employees pursuant to this Agreement, specifically including but not limited to those caused by or arising out of any act, omission, default or negligence of the CONSULTANT in the provision of the services under this Agreement.

9.02 CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to reasonable attorney's fees and court and arbitration costs. These indemnifications shall survive the term of this Agreement.

9.03 CONSULTANT shall defend all actions in the name of CITY when applicable, however, CITY reserves the right to select their own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONSULTANT under this indemnification agreement. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.

Section 10. INSURANCE:

10.01 CONSULTANT shall procure and maintain at their own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability:

- (1) Professional Liability and/or Errors and Omissions Insurance in an amount not less than One Million and no/100 Dollars (\$1,000,000.00).
- (2) Coverage shall specifically include the following, with minimum limits:
  - a. Independent Contractors;
  - b. Broad Form Contractual Coverage applicable to the Agreement and specifically confirming the indemnification and hold harmless agreement contained in Section 9 of this Agreement.

10.02 **AT THE TIME OF EXECUTION OF THE CONTRACT, THE CONSULTANT SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF DORAL IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONSULTANT UNDER THE CONTRACT.** The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by Section 10 and its subpart of this Agreement.

CONSULTANT shall not commence work under this Agreement until after CONSULTANT have obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONSULTANT shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONSULTANT shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage and extension thereunder is in effect. CONSULTANT shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

10.03 Insurance Companies selected must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

10.06 The CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that it shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.07 The clauses "Other Insurance Provisions and "Insurers Duties in the Event of an Occurrence, Claim or Suit," as they appear in any policy of insurance in which CITY is named as an additional named insured, shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.08 The CONSULTANT shall not commence performance of their obligations under this Agreement until after they have obtained all of the minimum insurance herein described and the same has been approved.

10.09 The CONSULTANT agrees to perform the work under the Agreement as an independent contractor, and not as a sub-contractor, agent or employee of CITY.

10.10 CONSULTANT shall require each of their subcontractors of any tier to maintain the insurance required herein for each category, and CONSULTANT shall provide verification thereof to CITY upon request of CITY.

10.11 Violation of the terms of this paragraph and its subpart shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

Section 11. DEFAULT:

In the event the CONSULTANT shall default in any of the terms, obligations, restrictions or conditions of the Agreement, the CITY shall give the CONSULTANT written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the CONSULTANT have failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement; in which case, the CONSULTANT shall be liable for all reprocurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Section 12. TERMINATION:

12.01 TERMINATION FOR CONVENIENCE OF CITY: Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONSULTANT, the CITY may, without cause and without prejudice to any other right or remedy, terminate this Agreement for the CITY's convenience, whenever the CITY determines that such termination is in the best interest of the CITY. Upon receipt of the notice of termination for convenience, the CONSULTANT shall promptly discontinue all work at the time. The CONSULTANT shall be paid for all work properly performed prior to the effective date of termination.

12.02 VOLUNTARY TERMINATION: CITY or CONSULTANT may terminate this Agreement by providing thirty (30) calendar days advance written notice of termination in the manner specified herein.

Section 13. PERMITS, FEES AND LICENSES:

CONSULTANT shall secure and pay for all permits and governmental fees, licenses, lobbying authorization/certification and charges necessary for the proper execution and completion of the work.

Section 14. TAXES:

CONSULTANT agrees to pay all applicable sales, consumer use and other similar taxes required by law.

Section 15. AUDIT RIGHTS:

CITY reserves the right to audit the records of CONSULTANT, as they apply to CITY, at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of

CONSULTANT at any and all times during normal business hours during the term of the Agreement.

Section 16. CONFLICT OF INTEREST:

16.01 CONSULTANT covenant that no person under their employ who is presently exercised any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONSULTANT further covenant that, in the provision of the services set out in this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of CONSULTANT, or their employees, must be disclosed in writing to CITY.

16.02 CONSULTANT are aware of the conflict of interest laws of the Municipal Code of the CITY and the State of Florida, Chapter 112, Florida Statutes (1993), as amended, and agree that they will fully comply in all respects with the terms of said laws.

16.03 CONSULTANT warrant that they have not employed or retained any person employed by CITY to solicit or secure this Agreement and that they have not offered to pay, paid or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this privilege.

Section 17. ASSIGNMENT:

CONSULTANT shall not assign, or transfer their rights, title or interests in the Agreement; nor shall CONSULTANT delegate any of the duties and obligations undertaken by CONSULTANT without CITY's prior written approval.

Section 18. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT:

During the performance of the Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Section 19. NON-EXCLUSIVITY:

This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of services to be provided by CONSULTANT hereunder from other sources during the term of this Agreement.

Section 20. GOVERNING LAW; VENUE:

20.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

20.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Miami-Dade County, Florida.

Section 21. ATTORNEY'S FEES AND COSTS:

The prevailing party with a judgment subsequent to any claim, objection or dispute arising out of the terms of this Agreement shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 22. ENTIRE AGREEMENT:

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 23. CUMULATIVE REMEDIES:

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Section 24. SEVERABILITY:

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 25. CONSTRUCTION OF AGREEMENT:

The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.



Section 26. NOTICES:

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested to the following persons and addresses:

CITY: City Manager  
City of Doral  
8300 NW 53 Street, #100  
Doral, Florida 33166

CONSULTANT: Quantum Results, Inc.  
300 Aragon Avenue, #375  
Coral Gables, Florida 33134

Section 27. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the CONSULTANT providing services to the CITY under this Agreement shall be the property of the CITY. 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. 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ATTEST:

CITY OF DORAL, a Florida municipal Corporation

\_\_\_\_\_  
BARBARA HERRERA  
City Clerk

\_\_\_\_\_  
YVONNE SOLER-MCKINLEY,  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
JIMMY L. MORALES City Attorney

QUANTUM RESULTS, INC.

\_\_\_\_\_  
ALBERT LORENZO

\_\_\_\_\_  
Print Name of Authorized Signator