

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
BALSERA COMMUNICATIONS  
FOR  
STRATEGIC PUBLIC RELATIONS AND MEDIA OUTREACH**

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

**WHEREAS**, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for public relations and a media outreach program (the "Services"); and

**WHEREAS**, the City desires to engage the Provider to perform the Services specified below.

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

1. **Scope of Services/Deliverables.**

- 1.1 The Provider shall furnish professional services to the City as set forth in the Balsera Communications Proposal 2020 (**attached and incorporated as Exhibit A**).
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes objectives, approach and strategies and a timeline.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through November 15, 2020.
- 2.2 Provider agrees that time is of the essence.

3. **Compensation and Payment.**

The City and Provider shall have agreed on a fee of \$14,999 to provide the Services delineated in Exhibit A through November 15, 2020.

4. **Sub-providers.**

4.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Services.

4.2 Any sub-consultants used must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all data pertinent to the Services to be provided by Provider, in possession of the City.

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by professional public affairs and media relations consultants.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon seven (7) days written notice to the Provider, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.

8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.

8.4 The Provider shall transfer all records, reports, working drafts, documents, maps, and data pertaining to the Services to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement professional liability insurance required by **Exhibit B**. 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.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Provider 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 Provider 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 Provider's performance or non-performance of any provision of this Agreement including, but not limited



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.

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, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the 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 Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider 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. **Nonassignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 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.

19. **Independent Contractor.**

19.1 The Provider 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.

20. **Compliance with Laws.**

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

21. **Waiver**

21.1 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.

22. **Survival of Provisions**

22.1 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.

23. **Prohibition of Contingency Fees.**

23.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, 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 Provider, any fee,


commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**


24.1 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 Provider by and through its City Manager whose representative has been duly authorized to execute same.


Attest:

  
\_\_\_\_\_  
Connie Diaz, City Clerk

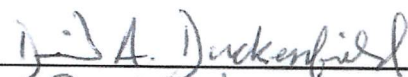
**CITY OF DORAL**

By:   
\_\_\_\_\_  
Albert. P Childress, City Manager  
Date: Aug. 07, 2020

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

  
\_\_\_\_\_  
Luis Figueredo, ESQ.  
City Attorney

**Balsera Communications**

By:   
\_\_\_\_\_  
Its: President  
Date: 8/12/20



**Balsera Communications**  
PUBLIC AFFAIRS • MEDIA RELATIONS



**CITY OF DORAL**  
**PROPOSAL 2020**

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## SCOPE OF SERVICES PROPOSED

The City of Doral has become a favored destination for people who want the perks of urban core living with family-friendly amenities and surroundings. Centrally located just a short drive from Miami International Airport, the City of Doral has easy access to Miami-Dade County's main throughways, economic engines, and cultural hubs.

With its diverse population of over 68,000 residents and prime location, the City of Doral is the perfect place for a big city feel with a small-town setting. The community is chock-full of outdoor activities, events, community centers, resource centers, arts, and culture, with some of the County's best attractions only a short drive away.

The City of Doral is also ahead of the curve on many other fronts compared to its municipal counterparts across the Miami-Dade County in terms of its resilience efforts, family-focused programming, community relations initiatives, and economic incentives programs for small business entrepreneurs. This is why major news outlets such as Forbes, Businessweek, CNN Money, and US News World Report have ranked Doral as one of the best places in the United States to live, work, invest and play. In short, the City has many great stories to tell.

The City of Doral's motto is "Live, Work, Learn and Play", and it is a philosophy that should be reflected in everything the city does, including the messaging and tone used to communicate with residents, visitors, business owners, and other stakeholders. As Doral works to serve its community by relentlessly pursuing the highest quality of life through the delivery of efficient, sustainable, transparent ethical and accountable government, a strategic approach with the help of Balsera Communications would enhance public opinion and preserve the City of Doral's motto.

To position the City of Doral as a premier community in South Florida for families and visitors alike, Balsera Communications recommends developing and executing a comprehensive 360-degree public relations and crisis management plan to increase resident and visitor participation in the city's initiatives while continuing to elevate the online perception of its brand.

Additionally, during the current Global Covid-19 pandemic, it is also important to position the City of Doral as being proactive and communicate effectively to its residents that the city is working diligently to keep them safe, support their businesses and continue working on completing the projects that improve their quality of life.

To execute this approach, Balsera Communications will leverage its expertise in communications strategies, grassroots engagement, branding, and public outreach. We will also leverage our deep relationships with media outlets, individual journalists, leading community voices, and top-tier businesses, to create compelling and positive storylines, strengthen stakeholder engagement, and mitigate potential crises for the City of Doral.

## **OBJECTIVES**

Develop and implement an impactful and strategic public relations and media outreach program that positions the City of Doral as a premier destination in Miami-Dade County for residents and visitors alike.

Position the City of Doral as a bulwark against the Covid-19 pandemic that is keeping its residents safe, supporting their businesses and continuing work on projects that improve their quality of life.

## **APPROACH**

Balsera Communications recommends developing and executing a comprehensive, 360-degree public relations and crisis management plan to increase resident and visitor participation in the city's initiatives while improving online perception of its brand.

To execute this approach, Balsera Communications will leverage its expertise in communications strategies, grassroots engagement, branding and public outreach. We will also leverage our deep relationships with media outlets, individual journalists, leading community voices, and top-tier businesses to create compelling and positive storylines, strengthen stakeholder engagement, and mitigating potential crises for the City of Doral.

## **STRATEGIES**

- Generate media coverage, locally and nationally, that elevates awareness about the City of Doral and its offerings.
- Conduct media audits and engage in social listening to develop messaging that combats negative perceptions of the City of Doral.
- Underscore and heighten awareness about positive developments and investments occurring in the city regarding Covid-19 safeguards and support, infrastructure, public spaces, resilience, economic growth, overall quality of life and safety.
- Integrate the city's general communications goals into broader campaigns.

## **TARGET AUDIENCES**

- Existing and prospective residents
- Existing businesses and potential investors
- Public officials
- General public
- News media

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## OVERARCHING KEY MESSAGES

The City of Doral is the premier destination for residents and visitors of Miami Dade County who are seeking a family-friendly community with a high quality of life and strong economic growth.

### Premier Destination

- The City of Doral is conveniently located just one mile from Miami International Airport and twelve miles from Downtown Miami. The city of Doral is bordered by the Ronal Reagan Turnpike on the West, the Palmetto Expressway to the East, the town of Medley to the North, and the City of Sweetwater to the South. The city is accessible from almost anywhere in 30 minutes.
- Its location and offerings have made Doral one of South Florida's best-known regional shopping areas and business hubs.
- A wide assortment of recreational, cultural, and dining opportunities offers visitors and residents a variety of activities to enjoy.

### Family-Friendly Community

- Doral offers a series of community events throughout the year for residents to enjoy, including Art After Dark, the Doral 5k, Shakespeare in the Park, Downtown Doral Art Walk and Earth Day, and many more.
- The City of Doral provides families with a roster of educational programs throughout the year that include Knowledge+, Code Explorers, among others.
- Arts and culture are a centerpiece of Doral's scenery, featuring art in public places, a performing arts center and amphitheater where festivals, orchestras, and artists perform.

### High Quality of Life

- The city has dozens of parks, a recreational center, bike trails and paths, sports fields, playgrounds, world renowned and award-winning golf courses.
- The City of Doral is committed to building a resilient and thriving community through its water quality and conservation program, the promotion of the city's flooding and traffic mitigation program, and its commitment to the region's Resilient305 plan.
- Doral provides residents and visitors with a reliable, ample and free trolley system, 15 to 16 hours a day, six to seven days a week, which includes WiFi, security and an app that helps users organize their ride schedule, an ETA, and the closest bus stop, all integrated with Miami-Dade County transit to determine closest stops.

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### Strong Economic Growth

- Doral is home to several higher education campuses, including FIU, Miami-Dade College, and Keiser University creating jobs and giving businesses in the community direct access to a strong talent pipeline.
- The City has over 14,000 business operating for every 100,000 residents and is home to 775 businesses in the advanced industries sector, providing high paying jobs to nearly 11% of the city's workforce.
- Doral has set forth a strategic plan focused on sustainability and future planning to protect natural resources, preserve green space in the city, enhance quality of life and leave a sustainable legacy for future residents.

## PROPOSED SCOPE OF WORK

### Strategic Planning

1. Together with the city's social and digital teams, Balsera Communications will develop a plan that amplifies and supports current communications efforts through the city's existing channels to maximize presence and conduct social listening of the city's existing Facebook, Twitter, Instagram, Nextdoor and Eventbrite platforms.
2. Balsera Communications will leverage its relationships with leading environmental policy organizations to discuss partnerships and ideas on programs for the city to study regarding traffic and flooding mitigation, greenspace enhancement, water quality improvement, among others.
3. To highlight the City of Doral's exceptional work in resilience efforts, Balsera Communications will leverage its relationships with the Miami Foundation, the Resilient305 Network and Solar United Neighbors, while also finding new ways to strengthen existing relationships with groups like the Transit Alliance, South Florida Hispanic Chamber of Commerce, The Nature Conservancy, and the Greater Miami Convention and Visitors Bureau, among others, to amplify the city's brand and its efforts in traffic mitigation, green spaces, safety and overall quality of life for residents.
4. Balsera Communications will leverage the City of Doral social media platforms and create additional outreach programs and protocols to underscore and amplify the efforts of the city to mitigate the effects of the Coronavirus among its residents, keep them safe and support businesses during this financial and health crisis.

### Media Relations

Balsera will leverage its media relationships with local and national media to generate a series of earned placements in print, broadcast and online outlets throughout the region focused on the City of Doral's various public programs for safety, education, resilience, traffic, quality of life, among others.

#### Target Media

- NBC 6, ABC 10, FOX 7, CBS 4, Univision 23, Telemundo 51, AmericaTeve, WLRN, HOT 105, Island TV, Actualidad 1040 AM, Radio Caracol 1260, MegaTV

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**Balsera Communications Public Relations Capabilities  
City of Doral**

- Miami Herald, Miami Today, South Florida Business Journal, Community Papers, Miami New Times, Sun-Sentinel, USA Today, Thrillist

**Types of placements**

- Timely news stories (broadcast and print)
- Op-Eds
- Letters to the Editor
- Byline Articles

**Suggested Story Lines**

- Tackling Gridlock: Doral's Plan to Improve Traffic Flow
- Doral Means Business – Ranked Best City in Florida for Start-ups
- Intelligent Doral: Doral Plays it Safe by Being Smart
- Doral Central Park Becoming a Reality with Issuance of New Bond Series

**Crisis Communications**

Communication during a crisis situation requires swift and quick action to analyze the core issue and developing effective messaging to mitigate the impact in the media and in online channels, while also obtaining a share of voice. Whether dealing with a natural disaster, community outcry, fatality, or any other host of issues, it is important to have an action plan in place that will allow for a quick response. To do this, the Balsera team prepares a series of materials that will assist in the execution of a successful crisis communications effort. Some of these include:

- Identifying the crisis response team and appropriate spokesperson
- Developing a statement and Q&A (working with appropriate authorities or agencies)
- Adjusting the website and other external-facing communications channels, as needed
- Identifying priority audiences and preparing distinct statements accordingly
- Determining type of internal communications and messaging
- Effectively managing media inquiries and establishing a protocol
- Monitoring media coverage and providing an analysis report identifying tone, share of voice and message pull-through.

**Timeline: August – October 2020**

**Budget: \$14,999**

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