

**RESOLUTION No. 09 – 159**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TED GUBA, CPA FOR THE PROVISION OF BUDGET CONSULTANT SERVICES DURING FY 09-10 IN AN AMOUNT NOT TO EXCEED \$50,000.00; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in September 2009, the City Council approved the FY 09-10 budget that included funding for budget consultant services; and

**WHEREAS**, Ted Guba, CPA was awarded a contract for budget consultant services during FY 08-09 after submitting a proposal in response to RFQ #2008-03 titled "Budget Consultant Services;" and

**WHEREAS**, Staff respectfully requests that the City Council authorize the City Manager to enter into an agreement with Ted Guba, CPA for the provision of budget consultant services during FY 09-10 in an amount not to exceed \$50,000.00.

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

**Section 1.** The City Council of the City of Doral hereby authorizes the City Manager to enter into an agreement with Ted Guba, CPA substantially in the form of Exhibit "A" attached hereto, for the provision of budget consultant services during FY 09-10 in an amount not to exceed \$50,000.00.

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

The foregoing resolution was offered by Councilman Cabrera who moved its adoption. The motion was seconded by Councilwoman Ruiz 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	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 10<sup>th</sup> day of November, 2009.

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

# EXHIBIT "A"

## **CONTRACT FOR BUDGET CONSULTANT SERVICES**

THIS CONTRACT is made and entered into on this \_\_\_\_ day of November, 2009 by and between:

City of Doral  
8300 NW 53rd Street, Suite 100  
Doral, Florida 33166  
(Hereinafter referred to as "the City")

AND

Ted Guba, CPA  
11009 NW 45th Terrace  
Doral, FL 33178  
(Hereinafter referred to as "the Contractor");

WITNESSETH:

In consideration of the mutual covenants and conditions as herein expressed and of the faithful performance of ail such covenants and conditions, the parties do mutually agree as follows:

### **ARTICLE 1**

1. **THE CONTRACT DOCUMENTS**

1.1 The Contract documents attached hereto and made part hereto as Attachment "A".

### **ARTICLE 2**

2. **SCOPE OF WORK**

2.1 The Contractor shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents for budget consultant services to the City of Doral and City staff.

### **ARTICLE 3**

3. **CONTRACT SUM**

3.1 Upon satisfactory completion of the specified work as determined by the sole discretion of the City Manager, the Contractor agrees to charge the City in accordance to the negotiated price as outlined in Section 5.1 below, until September 30, 2010. A new contract will be negotiated during the next budget cycle, or as required.

## ARTICLE 4

### 4. CONTRACT TIME

- 4.1 The work to be performed under this Contract is specified in the Notice to Proceed and, subject to authorized adjustments, shall be totally complete and ready for final payment on September 30, 2010 as indicated in the Notice to Proceed.

## ARTICLE 5

### 5. INVOICING AND PAYMENT

- 5.1 Contractor will issue an invoice once a month for the work, which has been completed, in the City Manager's sole discretion, at an hourly rate of \$200, not to exceed the total negotiated price of \$50,000. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such invoice within 30 days.
- 5.2 The Contractor's invoice shall show a complete breakdown of the project components, the quantities completed, the amount due, and any other supporting documentation as may be required by the Contract documents for approval.
- 5.3 The City may withhold, in whole or in part, payment to such extent as may be necessary to protect the City on account of:
- 5.3.1 Defective work not remedied.
  - 5.3.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
  - 5.3.3 Failure of the Contractor to make payment to subcontractors or suppliers for materials or labor.
  - 5.3.4 Damage to another contractor not remedied.
  - 5.3.5 Liability for liquidated damages has been incurred by the Contractor.
  - 5.3.6 Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
  - 5.3.7 Reasonable evidence that the work will not be completed within the Contract time.

## ARTICLE 6

### 6. INDEMNIFICATION

- 6.1 The Contractor shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents from any and all losses, claims, damages, liabilities, and expenses, direct, indirect or consequential due to any claim arising from or out of the contract work

## ARTICLE 7

### 7. ASSIGNMENT

- 7.1 This Agreement shall not be assignable by the Contractor.

## ARTICLE 8

### 8. PROHIBITION AGAINST CONTINGENT FEES

- 8.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely the Contractor, to solicit or secure this Contract, 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 Contactor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract unless approved by the City Manager of the City of Doral.

## ARTICLE 9

### 9. TERMINATION

- 9.1 This Contract may be terminated by the City upon ten days' written notice with or without cause and by the Contractor upon 30 days' written notice with or without cause. If this Contract is terminated, the Contractor shall be paid in accordance with the provisions of Articles 4 and 5 of this Contract for all acceptable work performed up to the date of termination.

## ARTICLE 10

### 10. NONEXCLUSIVE AGREEMENT

- 10.1 The services to be provided by the Consultant pursuant to this Contract shall be nonexclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion.

**ARTICLE 11**

11. **ENTIRE AGREEMENT**

11.1 This Contract, together with all pertinent documentation including specifications and related materials shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.

**ARTICLE 12**

12. **ATTORNEY'S FEES**

12.1 In connection with any litigation arising out of this Contract, the prevailing shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

**ARTICLE 13**

13. **NOTICES**

13.1 All notices and communications to the City shall be in writing and be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt.

Notices shall be addressed as follows:

City: Yvonne Soler-McKinley  
City Manager  
City of Doral  
8300 NW 53 Street, Suite 100  
Doral, Florida 33185

With a copy to: Jimmy Morales, Esq.  
City Attorney  
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 W. Flagler Street, Suite 2200  
Miami, Florida 33130

Barbara Herrera  
City Clerk  
City of Doral  
8300 NW 53 Street, Suite 100  
Doral, Florida 33185

Contractor: Ted Guba, CPA  
11009 NW 45<sup>th</sup> Terrace  
Doral, Florida 33178

**ARTICLE 14**

14. **GOVERNING LAW**

14.1 This Contract shall be construed in accordance with the laws of the State of Florida.

[Signatures on the following page]



IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Contract upon the terms and conditions above stated on the day and year first above written.

Contractor:

Ted Guba, CPA  
11009 NW 45<sup>th</sup> Terrace  
Doral, Florida 33178

City:

City of Doral  
8300 NW 53 Street, Suite 100  
Doral, Florida 33166

By:

\_\_\_\_\_  
Ted Guba, CPA

By:

\_\_\_\_\_  
Yvonne Soler-McKinley  
City Manager

Attest:

Attest:

\_\_\_\_\_  
Barbara Herrera  
City Clerk

By:

\_\_\_\_\_  
Jimmy Morales  
City Attorney

Attest: