

GRANT MANAGEMENT AND SYSTEMS DEVELOPMENT AGREEMENT

This agreement (hereinafter referred to as “Agreement”) is made by and between City of Doral, located at 8401 North West 53rd Terrace, Doral, Florida 33166 (hereinafter referred to as “Client”) and IAF Consulting, LLC, located at 320 Thames Street, Suite 1, Box #246, Newport, Rhode Island 02840, (hereinafter referred to as “Consultant”) for Grant Management and Systems Development of Client’s Emergency Rental and Mortgage Assistance Program and Small Business Assistance Grant Program. For purposes of this Agreement, Client and Consultant may be referred to individually as the “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained below, the legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **General.** This Agreement applies to Consultant’s production, development, implementation, and maintenance of high quality custom and configured applications designed to meet and streamline grant requirements and Consultant’s administration of and advising on these grant programs (complete application hereinafter referred to as “Services”). Please refer to this Agreement for the description, rates, charges, and other terms and conditions applicable to the Services. To the extent that terms and/or conditions of any past and/or future communications, verbal or written, are inconsistent with the terms and/or conditions of this Agreement, this Agreement shall control.
2. **Cancellation.** If the Services do not progress as desired, the Parties may cancel this Agreement with a thirty (30) days’ written notice as directed by Section 7 herein. If Client cancels this Agreement, Client shall be responsible for providing payment for the Services performed within thirty (30) days after written notice of cancellation is given. If Consultant cancels this Agreement, Consultant shall be responsible for providing Client with the completed Services within thirty (30) days after written notice is given and payment for Services is received.
3. **Consultant’s Obligation to Perform all Work.** Consultant agrees to execute all performance of its obligations assigned by this Agreement.
4. **Client to Remit Payment for Service Performed.** Client shall remit payment to Consultant based on the terms of this Agreement and with payment terms of net thirty (30) days.
5. **Indemnification.** Client shall indemnify and save Consultant harmless from and against all claims, personal injury, property damage, costs, expenses, and reasonable attorney’s fees asserted by any person, firm, or corporation claiming by, through, or under Client or resulting from Client’s negligent acts. Consultant shall indemnify and save Client harmless from and against all claims, personal injury, property damage, costs, expenses, and reasonable attorney’s fees asserted by any person, firm, or corporation claiming by, through, or under Consultant or

resulting from Consultant's negligent acts. This provision shall survive the completion or termination of this Agreement, no matter how caused.

6. **Jurisdiction and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Any actions, suits, or judicial proceedings upon any claim arising from or relating to this Agreement shall be instituted and maintained in the State of Florida. Each party waives the right to change of venue, or to file any action, suit, or judicial proceeding in federal court. Notwithstanding this provision, if it is judicially determined that either party may file an action, suit, or judicial proceeding in federal court, such action, suit, or judicial proceeding shall be in the Federal District Court for the District of Florida.
7. **Notices.** All notices, demands, and communications herein contained shall be in writing and may be served or delivered personally upon the Party for whom they are intended, or mailed by overnight courier to the Party for whom intended at the address set forth above and to the attention of the officer set forth on the signature page of this Agreement. The address of a Party may be changed by notice given pursuant to this provision.
8. **Insurance.** Consultant will procure and maintain, for the term of this Agreement, liability insurance as required by state law or as may be requested by Client. Consultant shall provide a certified copy of insurance upon Client's request.
9. **No Agency Created.** Consultant acknowledges that it is an independent contractor and not in any respect an agent or employee of Client. Consultant is not subject to the direction or control of Client as to the manner in which it performs services pursuant to this Agreement and any Contract and shall not represent to others that it is anything other than an independent contractor. Neither Consultant nor any of its employees, agents, or servants shall be deemed under any circumstances to be employees, agents, or servants of Client. As an independent contractor, Consultant agrees to comply with all laws, rules, and regulations, Federal, State, and local, which are now, or in the future may be, applicable to its business, equipment, and employees engaged in or in any manner connected with Consultant's performance hereunder. Consultant shall indemnify Client against, and accept full responsibility for, the payment of all contributions or taxes for unemployment insurance or retirement benefits, pensions, annuities, wages, or income taxes imposed by Federal, State, or local governmental authorities with respect to all persons employed by or on the payroll of Consultant or performing any work on Consultant's behalf with regard to the services, regardless of whether such contributions or taxes are measured by wages, salaries, or other remuneration paid to such persons, the number of such persons or otherwise.
10. **Totality.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all other understandings or representations, oral or written, relating thereto.


11. **Modification.** This Agreement may not be modified except by a written and signed document executed by both Parties.
12. **Period of Performance.** Consultant is expected to be engaged from September 21, 2020 to December 31, 2020.
13. **Location.** Consultant shall perform all work remotely and provide video meetings and conference calls as needed and/or requested by either Party.
14. **Scope of Work.** See Attachment A and Attachment B below, which provide details of Client's grant programs for which Consultant will produce high quality custom and configured applications designed to meet and streamline the Client's grant requirements. Consultant shall also administer and advise on these grant programs.
15. **Invoicing and Payment.** Consultant shall submit monthly invoices to be paid by Client net thirty (30) days.
16. **Cost to Client.** The chart below outlines the cost structure for Consultant's employees. Consultant shall work to draw available administration funding from Coronavirus Relief Fund to offset the cost of the Services. The project cost to Client per month is six thousand four hundred and twenty dollars (\$6,420.00), which consists of five thousand five hundred and twenty dollars (\$5,520.00) for Grant Management Support and nine hundred dollars (\$900.00) for the necessary software. There is a one-time software implementation fee of one thousand five hundred dollars (\$1,500.00).

Costs to Client for the month of September 2020 shall not exceed seven thousand nine hundred and twenty dollars (\$7,920.00). September 2020's Costs to Client shall include the one-time software implementation fee stated herein. Costs to Client for the months of October 2020, November 2020, and December 2020 shall not exceed six thousand four hundred and twenty dollars (\$6,420.00) in each of these three (3) months. The total Costs to Client for Agreement's Period of Performance, as discussed in Section 12, shall not exceed twenty-seven thousand, one hundred and eight dollars (\$27,180.00).

Category	Cost
Ignatius Grant Manager	\$900 per month
Senior Grant Manager	\$155 per hour
Grant Manager	\$115 per hour
Developer / Data Analyst	\$125 per hour
Implementation	\$1,500 one-time fee


This Agreement is entered and effective on the 21st day of September 2020 by and between the Parties and through their duly authorized representatives.

IAF Consulting, LLC




Mark Della Volpe 10/2/20
Manager Date

City of Doral, Florida



Albert P. Childress Oct 8, 2020
City Manager Date



Luis Figueredo, ESQ. 9/2/20
City Attorney Date

ATTACHMENT A

DORAL SMALL BUSINESS ASSISTANCE GRANT

The City of Doral Small Business Assistance Grant provides financial assistance to small businesses within the city that have been economically impacted by the COVID-19 pandemic. The program provides eligible businesses with a one-time assistance grant of up to \$10,000.00 for allowable specified COVID relief. The reimbursement grant program is intended to help small businesses with 3 to 25 employees and not a part of a national chain or franchise to recoup COVID-related operational expenses incurred between March 12, 2020 and September 30, 2020, including rent, employee salaries, inventory, insurance, communications, technological upgrades, training, cleaning, and COVID prevention supplies related to the pandemic. Grants will be considered on a first-come first-served basis and will be awarded to eligible businesses until funds are expended. The amount of the grant will be based on the expenses submitted and the amount of funding available. Businesses must submit a completed application online at www.CityofDoral.com and provide all required materials to be considered eligible based on the following criteria:

- Business must be a for-profit entity physically located in Doral, established before March 12, 2020 and legally operating in Florida.
- Business must have 3 to 25 current employees (part-time employees and subcontractors may be included).
- Business must be in good standing with the city, with all taxes and required licenses current.
- Business must provide financial documentation that shows proof of financial stress or operational disruptions due to the pandemic.
- Business must be open for business or able to open upon lifting of mandatory closure orders.
- The program does not apply to national chains and franchises or home-based businesses.

Required documents checklist:

- _____ Application signed by owner (applicant or applicants must document at least 51% ownership)
- _____ 2019 Business Federal Tax Return
- _____ Employee documentation (IRS Form 941, Employees' W-2s or 1099s if applicable)
- _____ Proof of payment (cancelled checks, statement) up to the requested grant amount.
- _____ Profit and Loss Statement for 2019 and January-September 2020*
- * If your financial information is proprietary, please check this box:
- _____ W-9 (signed and dated) ([Download here](#))
- _____ Vendor Application (completed) ([Download here](#))

____ Business Entity Affidavit (signed, dated, and notarized) ([Download here](#))

APPLICATION FORM

1. PRIMARY APPLICANT (CONTACT PERSON): _____

2. HOME ADDRESS: _____

3. EMAIL: _____ PHONE: _____

ORGANIZATION TYPE:

4. ____ Sole Proprietorship ____ Partnership ____ Corporation ____ S-Corp ____ LLC ____ Other

5. BUSINESS LEGAL NAME (as listed on Sunbiz.org): _____

6. DOING BUSINESS AS (if different than legal name): _____

7. EIN (FEDERAL EMPLOYER IDENTIFICATION NUMBER): _____

8. CITY OF DORAL BUSINESS TAX RECEIPT (BTR) NUMBER: _____

9. MAILING ADDRESS: _____

10. BUSINESS PROPERTY ADDRESS: _____

11. PRIMARY BUSINESS ACTIVITY: _____

12. NUMBER OF EMPLOYEES (2019 Taxes): _____

13. CURRENT NUMBER OF EMPLOYEES: _____

14. DATE BUSINESS ESTABLISHED: _____

15. DOES YOUR BUSINESS: ____ Lease ____ Own

16. MONTHLY RENT/MORTGAGE: _____

17. LAST MONTH RENT/MORTGAGE PAID: _____

18. APPLICANT(S) (MUST BE MINIMUM 51% OWNER OR OWNERS, INDIVIDUALLY OR COLLECTIVELY):

PRINT NAME: _____ SIGNATURE: _____ OWNERSHIP %: _____

PRINT NAME: _____ SIGNATURE: _____ OWNERSHIP %: _____

PRINT NAME: _____ SIGNATURE: _____ OWNERSHIP %: _____

PRINT NAME: _____ SIGNATURE: _____ OWNERSHIP %: _____

19. IS YOUR BUSINESS A NATIONAL CHAIN STORE OR FRANCHISE? _____

20. GRANT AMOUNT REQUESTED (\$10,000 max): _____

21. ESTIMATED LOSS: _____

22. BUSINESS FINANCIAL SUMMARY:

TYPE OF FINANCIAL INFO	2019	2020 (January-September)
Gross Revenues		
Total Payroll Expense		
Pre-Tax Profit		

23. DESCRIBE THE COSTS YOU SEEK TO COVER WITH THE REIMBURSEMENT GRANT:

ATTACHMENT B

DORAL EMERGENCY RENTAL ASSISTANCE PROGRAM

The City of Doral Emergency Rental Assistance Program provides rental assistance to residents of Doral who can demonstrate a pressing financial need due to the COVID-19 pandemic. The program provides a one-time assistance grant of up to \$2,000.00 to help residents cover unpaid rental payments. For qualifying residents, rental assistance will be based on one month's rent up to the maximum grant amount. Grant funds will be disbursed first-come, first-served directly to landlords until funds are exhausted. Funds will be paid directly to approved landlords in the form of a grant, which must be used solely to provide rent forgiveness in the same amount to eligible tenants. Residents must submit a completed application online at www.CityofDoral.com and provide all required materials to be considered eligible.

Eligibility Requirements include:

- Applicant must be a current resident of the City of Doral, Florida.
- Applicant was unable to pay the rent for at least one month due to a documented loss of income related to COVID-19.
- Your landlord must agree to participate.
- Funding for outstanding rent that is being requested through this program has not been paid or reimbursed by any other source (county, city, state, or federal).

Required documents for the applicant

- Copy of one of the following valid government-issued photo IDs: Florida Driver's License, Florida ID, or US passport
- Copy of a signed rental lease agreement executed by the applicant(s)
- Copy of current utility bill or other proof that the applicant is living at the address
- Current past-due rent notice or letter from landlord, or eviction notice
- Copy of most recent year tax return for each adult member of the household (18 years or older)
- Letter or notice from employer documenting loss of employment or loss of income, or current profit and loss statement if self-employed
- Copy of two (2) most recent and consecutive paycheck stubs showing the employer name, address, and telephone number for all employers of every adult (18 years or older) living in the home

Required from landlord:

- Copy of landlord's name, address, tax identification number, and verification of ownership or authority to rent the property

- ___ Landlord Participation Agreement signed by landlord indicating (a) monthly rent amount, (b) amount owed by applicant, (c) statement of willingness to participate in the program. (Download form)
- ___ W-9 form must be completed, signed, and dated by landlord to enable payment. (Download form)
- ___ Vendor Application must be completed to enable payment. (Download form)
- ___ Business Entity Affidavit must be completed, signed, and notarized to enable payment. (Download form)

GENERAL APPLICANT INFORMATION

Applicant's Name: _____ SS# _____

Co-Applicant's Name: _____ SS# _____

Address: _____

Phone: _____ Email: _____

Household Size (Number of People who live in unit): _____

Please list ALL household members currently living at this address:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

EMPLOYER INFORMATION (for applicant, co-applicant, and ALL household members 18 and over)

Name of Applicant: _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Co-Applicant or Household Member: _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Household Member (18 and over): _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Household Member (18 and over): _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

LANDLORD INFORMATION

Landlord: _____

Authorized Representative: _____

Address: _____

Phone: _____ Email: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guerin Agency, Inc. P. O. Box 2946 Hammond LA 70404		CONTACT NAME: John Guerin PHONE (A/C, No, Ext): (985) 345-3657 FAX (A/C, No): (985) 542-7893 E-MAIL ADDRESS: johnnorthlakeins.net	
INSURED IAF Consulting, LLC 3701 Canal Street Suite I New Orleans LA 70119		INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyd's, London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 2019/2020 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MPL150240419	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/POP AGG \$ Shared Limit w/GL \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Consultants Professional Liability Defense of Licensing Precedings		MPL150240419	11/15/2019	11/15/2020	Prof Liab Aggregate \$1,000,000 Each Claim Limit 1,000,000 Separate Aggregate \$10,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

With regard to insureds written contract- Additional Insureds are included for coverage by form: WCLMPLP002 CW
As required by written contract:
APTIM Engineering New York, P.C. as well as NYCHA, its members, employees, agents investors, partners and/or representatives are named as an additional insured. With a Waiver of Subrogation. with a 30 day NOC

replaces certificate issued 01/29/2020

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kissy Bellis

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RESOLUTION No. 20-198

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, RETROACTIVELY AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH IAF CONSULTING, LLC TO PROVIDE GRANT MANAGEMENT AND SYSTEMS DEVELOPMENT SERVICES FOR DORAL CARES ACT GRANTS IN AN AMOUNT NOT TO EXCEED \$28,180.00 THROUGH DECEMBER 31, 2020; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED EMERGENCY FUNDS ON BEHALF OF THE CITY FROM THE GENERAL GOVERNMENT - CONTRACTUAL SERVICES ACCOUNT No. 107.50005.500340; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On September 9th, 2020, the City of Doral Mayor and Council approved a Subaward and Grant Agreement with Miami-Dade County for the reimbursement of emergency expenses incurred due to the Novel Coronavirus Disease; and

WHEREAS, City of Doral staff solicited proposals from eight (8) organizations for grant management services to include a virtual platform for the Doral CARES Act Grants, received seven (7) proposals and viewed six (6) demos to evaluate their proposals; and

WHEREAS, City of Doral staff from the City Manager's Office, Planning and Zoning Department, Information Technology Department and the Finance Department reviewed the proposals and recommended entering into an agreement with IAF Consulting, LLC based on their experience and ability to provide consolidated grant management and systems development services at the lowest cost of all the proposals received by the City; and

WHEREAS, staff is respectfully requesting the retroactive waiver of the formal competitive procurement process which do to the expenditure requirements contained in the CARES Act, which made it necessary for the manager to negotiate and enter into

an agreement with IAF Consulting, LLC in order to launch the Grant program by the October 1, 2020 date which was the desire of the Mayor and Council. Section 2-321 of the City Code of Ordinances allows for the waiver the competitive bidding procedures by the City Council upon the recommendation of the City Manager that it is in the best interest to do so to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors.

**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 confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Mayor and City Council of the City of Doral hereby retroactively authorizes and approves the City Manager to enter into an agreement with IAF Consulting, LLC to provide Grant Management and Systems Development Services for Doral CARES Act Grants in an amount not to exceed \$28,180.00 through December 31, 2020.

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

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:


Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 14 day of October, 2020.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY