

**RESOLUTION No. 23-78**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT WITH THE SOUTHERN GROUP OF FLORIDA, INC. FOR LOBBYING SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION, INCLUDING EXPEND FUNDS WITH THE FIRM IN AN AMOUNT NOT TO EXCEED \$90,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (“City”) is in need of lobbying services to assist the City in advocating for alternative solutions and outcomes relating to the Covanta Waste-to-Energy Plant currently located within the City’s limits; and

**WHEREAS**, the City is also in need of additional lobbying services to assist the City in lobbying the County concerning annexation of portions of unincorporated Miami Dade County; and

**WHEREAS**, the City Manager determined that The Southern Group of Florida, Inc. (the “Firm”) was best equipped to provide the aforementioned services (“Services”); and

**WHEREAS**, pursuant to Section 2-323(2) of the City’s Code of Ordinances, professional services are exempt from the City’s competitive bidding procedures; and

**WHEREAS**, pursuant to the City Manager’s authority set forth in Section 2-318(b) of the City’s Purchasing Code, the City Manager retained the Firm for Services for a two-month term (April and May 2023) in the amount of \$15,000.00; and

**WHEREAS**, the City, being satisfied with the Services of the Firm, desires to continue retaining the Firm for Services for a term commencing June 1, 2023, and expiring March 31, 2024, at the same rate of \$7,500 per month, subject to the terms and condition of the professional services agreement attached hereto as Exhibit “A” (“Agreement”); and

**WHEREAS**, the City Manager recommends that the Mayor and City Council approve an Agreement with the Firm attached hereto as Exhibit "A" and authorize the expenditure of funds with the Firm in an amount not to exceed \$90,000.00, which amount is inclusive of the \$15,000.00 in compensation for Services during the two-month term of April 2023 through May 2023.

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

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** The Agreement between the City of Doral and The Southern Group of Florida, Inc., attached hereto as Exhibit "A" is hereby approved.

**Section 3. Authorization.** The City Manager is hereby authorized to enter into an Agreement on behalf of the City of Doral with The Southern Group of Florida, Inc. for the provision of lobbying services, attached hereto as Exhibit "A". The City Manager is hereby further authorized to expend funds with The Southern Group of Florida, Inc. in an amount not to exceed \$90,000.00, which amount is inclusive of the \$15,000.00 for the April 2023 and May 2023 services. Funding for this item will be available in account # 001.50005.500310

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption.

The motion was seconded by Councilmember Porras and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	No
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 10 day of May, 2023.



CHRISTI FRAGA, 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:



VALERIE VICENTE, ESQ. for  
NABORS, GIBLIN & NICKERSON, P.A.  
CITY ATTORNEY

# EXHIBIT “A”

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
THE SOUTHERN GROUP OF FLORIDA, INC  
FOR  
LOBBYING SERVICES**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made between **THE SOUTHERN GROUP OF FLORIDA, INC** an active, for-profit Florida Corporation, (hereinafter the “Firm”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**RECITALS**

**WHEREAS**, the City is in need of lobbying services to assist the City in advocating for alternative solutions and outcomes relating to the Covanta Waste-to-Energy Plant currently located within the City’s limits; and

**WHEREAS**, the City is also in need of lobbying services to assist the City in lobbying the County concerning annexation of portions of unincorporated Miami Dade County; and

**WHEREAS**, the City has determined that the Firm is best equipped to provide the aforementioned services (“Services”); and

**WHEREAS**, pursuant to Section 2-323(2) of the City’s Code of Ordinances, professional services are exempt from the City’s competitive bidding procedures; and

**WHEREAS**, the City desires to engage the Firm to perform said Services for a lump sum of Seven Thousand Five Hundred Dollars (\$7,500.00) per month, subject to the terms and conditions specified below.

**NOW, THEREFORE**, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Firm, and the City agree as follows.

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

- 1.1 The Firm shall furnish professional lobbying services (“Services”) to the City related to the City’s annexation efforts with Miami-Dade County, and advocating for alternative solutions and outcomes relating to the Covanta Waste-to-Energy Plant currently located within the City’s limits.

1.2 The Firm shall provide the City Manager with bi-weekly updates concerning the Services performed, and any developments in the Firm's lobbying efforts.

1.3 The Firm shall be available for regular calls, meetings with the City Manager and City Council as needed.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective on June 1, 2023, and shall remain in effect through March 31, 2024, unless earlier terminated in accordance with Paragraph 8.

2.2 The City Manager may, at her sole discretion, extend the term of this Agreement for successive one (1) year renewal terms by written notice to the Firm.

3. **Compensation and Payment.**

3.1 As the entire compensation under this Agreement for Services, in whatever capacity rendered, the City shall pay Firm a lump sum amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) per month.

3.2 Firm shall submit its bills on a monthly basis in a form approved by the City.

3.3 The City shall pay Firm in accordance with the Florida Prompt Payment Act at the following address:

P.O. Box 10570  
Tallahassee, FL 32302

3.4 Firm shall make no other charges to the City for supplies, labor, taxes, licenses, registration fees, overhead or any other expenses or costs unless any such expense or cost is incurred by Firm with the prior written approval of the City. If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Firm the undisputed portion of the invoice. Upon written request of the Finance Director, the Firm shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

3.5 Disbursements. There are no reimbursable expenses associated with this Agreement. No reimbursable expenses are authorized without the express written approval in advance from the City Manager or her designee.

3.6 Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.

3.7 Firm shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Firm further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

4. **Subconsultants.**

4.1 The Firm shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2 Any subconsultants used on the Services must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Firm, at the Firm's written request, all available studies, reports and other data pertinent to the Services to be provided by Firm, in possession of the City.

6. **Firm's Responsibilities.**

6.1 The Firm shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional lobbyist under similar circumstances.

7. **Conflict of Interest.**

7.1 The City acknowledges and the Firm has affiliated offices in other states and within the state of Florida. The Firm has a policy of declining representation of clients when that representation would immediately create a direct conflict with other clients that the Firm currently represents. The City has retained the Firm for representation in Florida, and the City represents that it knows of no conflicts with the Firm's current clients.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Firm, or immediately with cause.

- 8.2 Upon receipt of the City's written notice of termination, Firm shall stop work on the Services.
- 8.3 In the event of termination by the City, the Firm shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Firm has first complied with the provisions of Paragraph 8.4.
- 8.4 The Firm shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Services, 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 Firm shall secure and maintain throughout the duration of this Agreement insurance coverage of such types and in such amounts consistent with best industry practices. The insurance coverage will include but not be limited to general liability insurance, professional liability insurance including errors and omissions coverage. The Firm shall provide written notice to the City Manager of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change. The Firm shall furnish a copy of the insurance policy or policies upon request of the City Manager within ten (10) days of written request.
- 9.2 The City may require proof of the aforementioned Insurance prior to the commencement of the Services. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, the Firm shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees 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 Firm 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 the Firm's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Firm and third parties made pursuant to this Agreement. The Firm shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with the Firm's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes.

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

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Firm.

13. **Notices/Authorized Representatives.**

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

For the City:                      Barbara Hernandez  
   City Manager  
   City of Doral, Florida  
   8401 NW 53<sup>rd</sup> Terrace  
   Doral, Florida 33166

With a Copy to: City Attorney  
City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

For The Firm: The Southern Group of Florida, Inc  
9155 S. Dadeland Blvd., Suite 1716  
Miami, Florida 33156

With a Copy to: Accounting Department  
P.O. Box 10570  
Tallahassee, FL 32302

14. **Governing Law.**

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

15. **Entire Agreement/Modification/Amendment.**

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

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

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

16.1 All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Firm 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 Firm involving transactions related to this Agreement.

- 16.3 The City may cancel this Agreement for refusal by the Firm 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.
- 16.4 In addition to other contract requirements provided by law, the Firm shall comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; and
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.**

- 16.5 The Firm may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following service quality, attentiveness, courteousness, etc.

17. **No assignability.**

- 17.1 This Agreement shall not be assignable by the Firm unless such assignment is first approved by the City Manager. The City is relying upon the apparent

qualifications and personal expertise of the Firm, 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 Firm 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. **Representations and Warranties of the Firm.**

20.1 The Firm hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

(a) The Firm, and its employees, and/or subcontractors, shall maintain in good standing all required registrations required under state and local laws necessary to perform the Services hereunder;

(b) The Firm is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida;

(c) The execution, delivery and performance of this Agreement by the Firm has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against the Firm in accordance with its terms; and

(d) The Firm has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

21.1 The Firm shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21.2 The Firm shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Firm.

22. **Waiver**

22.1 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.

23. **Survival of Provisions**

23.1 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.

24. **Prohibition of Contingency Fees.**

24.1 The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm, 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 Firm, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

25. **Counterparts**

25.1 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.

26. **Interpretation.**

26.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or

interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

26.2 Preparation of this Agreement has been a joint effort of the City and the Firm and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

27. **Discretion of City Manager.**

27.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

28. **Third Party Beneficiary**

28.1 The Firm and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

29. **No Estoppel**

29.1 Neither the City’s review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Firm shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by the Firm’s negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

30. **E-Verify.**

30.1 Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Contractor is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The Contractor must retain the I-9 Forms for inspection, and provide the attached E-Verify Affidavit, attached hereto as Exhibit "A".

**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]**

**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 the Firm by and through its Principal, whose representative has been duly authorized to execute same.

Attest:

**CITY OF DORAL**

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

By: \_\_\_\_\_  
Barbara Hernandez, City Manager  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
NABORS, GIBLIN & NICKERSON, P.A.  
Interim City Attorney

**THE SOUTHERN GROUP OF FLORIDA, INC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



**Exhibit "A"**  
**E-Verify Affidavit**

**E-Verify Affidavit**

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Doral, Florida, are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Offeror Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

**Notary Public Information**

Sworn to and subscribed before me on this this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By \_\_\_\_\_

Is personally known to me

Has produced identification (type of identification produced: \_\_\_\_\_)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print or Stamp of Notary Public

\_\_\_\_\_  
Expiration Date