

**RESOLUTION No. 09 – 176**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH OSTERHOLT CONSULTING SERVICES FOR THE PROVISION OF BUDGET CONSULTING SERVICES FOR FISCAL YEAR 2009-2010 IN AN AMOUNT NOT TO EXCEED \$171,500.00; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral City Council seeks to implement the City of Doral Strategic Plan, establish performance based budgeting; and facilitate the preparation of the fiscal year 2010-2011 annual budget ; and

**WHEREAS**, Staff respectfully recommends that Council authorize the City Manager to negotiate and enter into an agreement with Osterholt Consulting Services for the provision of the following services:

- Strategic Planning and Policy Initiatives
- Performance Based Budgeting
- Final Preparation of the FY 2010-2011 City of Doral Annual Budget
- Implementation of the Dashboard Program; and

**WHEREAS**, the proposed agreement with Osterholt Consulting Services is not to exceed \$171,500.00; and

**WHEREAS**, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into an agreement with Osterholt Consulting Services for the provision of budget consulting services, as stated herein in Exhibit "A," for fiscal year 2009-2010 in an amount not to exceed \$171,500.00.

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 negotiate and enter into an agreement with Osterholt Consulting Services for the provision of budget consulting services, as stated herein in Exhibit "A," for fiscal year 2009-2010 in an amount not to exceed \$171,500.00.

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

The foregoing resolution was offered by Vice Mayor Van Name who moved its adoption. The motion was seconded by Councilman DiPietro 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	Yes

PASSED and ADOPTED this 9<sup>th</sup> day of December, 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 STRATEGIC PLAN**

THIS CONTRACT made and entered in to the 9<sup>th</sup> day of December, 2009 by and between:

City of Doral  
8300 NW 53<sup>rd</sup> Street, Suite 100  
Doral, FL 33166  
(Hereinafter referred to as the "The City")

AND

Osterholt Consulting, Inc.  
1909 Harrison Street, Suite 110  
Hollywood, FL 33020  
(Hereinafter referred to as "the Contractor");

WITNESSETH:

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

**ARTICLE I**

**1. THE CONTRACT DOCUMENTS**

- 1.1 This Contract and the Contract documents attached hereto and made part hereto as Exhibits "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 the development and delivery and implementation of a Strategic Plan and Budget for the City of Doral.

### **ARTICLE 3**

#### **3. CONTRACT SUM**

- 3.1 Upon satisfactory completion of the specified work in accordance with Exhibit A hereto, as determined by the sole discretion of the City Manager, the Contractor agrees to charge the City in accordance to the negotiated price of not to exceed \$171,500.

### **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 adjustment, shall be totally complete and ready for final payment on August 31<sup>st</sup>, 2010 as indicated in the Notice to Proceed.

### **ARTICLE 5**

#### **5. INVOICING AND PAYMENT**

- 5.1 The Contractor will issue an invoice once a month for the work, which has been completed, in the City Manager's sole discretion. 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 and the amount due, together with properly executed releases of liens by all subcontractors, and suppliers who were included in the Contractor's current and previous application for payment 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 filling of claims by other parties against the Contractor.
  - 5.3.3 Failure of the Contractor to make payment to subcontractor 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. INSURANCE**

- 6.1 Prior to commencing any work, the Contractor shall provide the City with certified copies of all insurance policies providing coverage as required.
- 6.2 The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of agreement the policy or policies of insurance required below.
- 6.3 The Contractor shall have and furnish Workers' Compensation Insurance and Employers Liability in the limits to comply with the Florida Statutes.
- 6.4 The Contractor shall also furnish Public Liability and Contingent Liability Insurance for bodily injury and property damage liability in the minimum limits of the policy of Five Hundred Thousand Dollars (\$500,000) per occurrence with a Five Hundred Thousand Dollar (\$500,000) aggregate, all to be in a form satisfactory to the City.
- 6.5 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 the contract work, and shall have the same approved by the City prior to the signing of the contract. Proper certificates of such coverage shall be filed with the City at the time of the contract signing.

## **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 for 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 Contractor 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 bid 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 party 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 shall 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 addresses as follows:

**City:** Yvonne Soler-McKinley  
City Manager  
City of Doral  
8300 NW 53 Street, Suite 100  
Doral, FL 33166

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

Barbara Herrera  
City Clerk  
City of Doral  
8300 NW 53 Street, Suite 100  
Doral, FL 33166

**Contractor:** Osterholt Consulting, Inc  
B. Jack Osterholt, President  
1909 Harrison Street, Suite 110  
Hollywood, FL 33020

#### **ARTICLE 14**

#### **14. GOVERNING LAW**

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



**Schedule A**

**Technical Assistance in the Preparation  
of the 2010/2011 Strategic Initiatives and  
Performance-Based Program Budget**

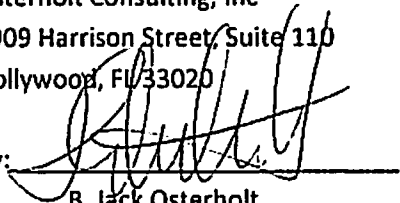
- **Strategic Planning and Policy Initiatives** **\$27,500**
  - Redesign the operation of the annual workshop from defining expenditure directives to focus on budget cutback management approach for the upcoming year.
  - Preparation for the Policies Initiatives Conference Workshop, Conference Management, and Preparing the Final Report.
  - Preparation for the "Staff Response Saturday" Workshop, Workshop Management, and Preparing the Final Report
  
- **Performance Based Budget** **\$55,000**
  - Assisting the City Manager and his/her staff in updating and expanding the 2010/2011 Program Performance Budget Development Management Process
  - Assisting the Departments and Offices in Developing their 2010/2011 improved Annual Performance Based Budget Request
  - Serving as the City's Budget Staff and Working with the Finance Department in Preparing and Reviewing the Manager's 2010/2011 Annual Budget Request for Council Review
  
- **Final Preparation and Production of the 2009/2010 City of Doral Annual Budget** **\$39,000**
  - Designing the budget book layout
  - Drafting the text and tables for the final document
  - Drafting the graphics and selecting the photographs
  - Presenting the draft for final review
  - Presenting the final print ready copy
  
- **Dashboard Program** **\$50,000**
  - Improve the use of performance measures by Departments in the implementation of the Dashboard
  - Work with the Dashboard consultant and the City staff to improve the linkage between the Dashboard and the City's Performance-based Program Budget
  - Assist the City Departments in developing and implementing outcome and impact measures for use in the Dashboard to improve the Dashboard's use by the Mayor and City Council, the City Manager and management staff, and the Department and Office Directors.

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:

Osterholt Consulting, Inc  
1909 Harrison Street, Suite 110  
Hollywood, FL 33020

By:

  
B. Jack Osterholt  
President

Attest:



City:

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

By:

  
Yvonne Soler-McKinley  
City Manager

Attest:

  
Barbara Herrera  
City Clerk

By:

  
Jimmy L. Morales  
City Attorney

Attest:

