

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
LIFEWALLET
FOR
CITY OF DORAL STEP UP CHALLENGE PLATFORM ENHANCEMENTS**

THIS AGREEMENT is made between **LIFEWALLET** a Florida corporation, (hereinafter the “Consultant”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for enhancements to the City of Doral Step Up Challenge Platform (the “Project”); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

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

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

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services found in Exhibit A, which is incorporated herein and made a part hereof by this reference.
- 1.2 The “Scope of Services” includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect until the deliverables are completed or unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant
- 2.2 Consultant agrees that time is of the essence and Consultant shall do its best to complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

X An amount not to exceed \$14,800.00, regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the not to exceed amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Payment for the services is due when this agreement is signed.

3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

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

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant 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 for any reason may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause, with cause defined as an alleged violation of the Federal, State, County, or City law, as determined by the City Manager in his/her sole discretion, or such action which may detrimentally affect the health, safety, and welfare of the community, as determined by the City Manager in his/her sole discretion.

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

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

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project 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 Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as 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.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. 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, Consultant 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 Consultant 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 Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant 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 Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 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 Consultant.

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: Edward A. Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Consultant: Norberto Menendez
Founder
LifeWallet
14591 SW 120th Street
Miami, FL 33186

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 Consultant 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 Consultant involving transactions related to this Agreement.
- 16.3 Pursuant to section 119.0701, Consultant 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (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 public agency.
- 16.4 The City may cancel this Agreement for refusal by the Consultant 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 Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, 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 Consultant 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 Consultant 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 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, 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.

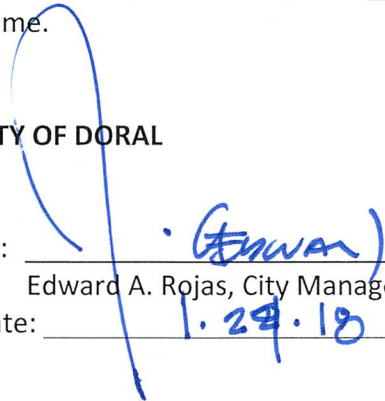
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its CEO, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

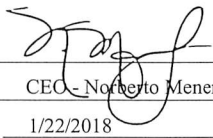
Edward A. Rojas, City Manager
Date: 1.29.18

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



Weiss Serota Helfman Cole & Bierman, PL
City Attorney

CONSULTANT

By: 

Its: CEO - Norberto Menendez
Date: 1/22/2018

Exhibit A

Scope of Services

Add the following components to the StepUp challenge:

- Change date of end of challenge to 1/1/2019
- Add a description of the sync process and steps in the info glyph
- Add the last sync date and steps synced to the profile
- Manual Steps: add the ability for users to add manual steps. We will limit the number of manual steps that a user can add in any given day. We will also tag in the leaderboard those users that have manual steps in their counts to differentiate them from those that do not.
- Add support for additional platforms in Android OS: add support for Samsung Health and Google Fit step counting. Note that some devices and some OS versions do not support step counting and they each have a sync process that we do not control, so for steps to be updated, the provider's (Samsung or Google) process for updating the respective cloud has to be followed properly. Note that we depend on Samsung's and Google's timing to provide access to their partner program.
- Add support to report monthly step activity to the City's IT department via an Application Programming Interface (API). The API would provide the step data that feeds the monthly step activity for the City's dashboard. The IT department will be able to connect their dashboard to the API to receive monthly summary step counts.

We estimate the timeline for all the enhancements to be approximately 5-8 weeks from the date payment of \$14,800 is received. We will be doing the updates in the order the items are listed above and making a release so that the improvements are available incrementally.

Price for the components listed above is \$14,800 and the full amount is due before work begins. Our rate table is included below.

Role	Hourly Rate	Daily	Weekly	Monthly
Team Lead	\$ 250	\$ 2,000	\$ 10,000	\$ 40,000
Sr. Designer	\$ 200	\$ 1,600	\$ 8,000	\$ 32,000
Artist/Designer	\$ 150	\$ 1,200	\$ 6,000	\$ 24,000
Motion/Animation	\$ 175	\$ 1,400	\$ 7,000	\$ 28,000
Engineering Lead	\$ 250	\$ 2,000	\$ 10,000	\$ 40,000
Sr. Engineer	\$ 225	\$ 1,800	\$ 9,000	\$ 36,000
Engineer	\$ 175	\$ 1,400	\$ 7,000	\$ 28,000
Jr Engineer	\$ 150	\$ 1,200	\$ 6,000	\$ 24,000
QA	\$ 80	\$ 640	\$ 3,200	\$ 12,800
Intern	\$ 60	\$ 480	\$ 2,400	\$ 9,600
Project Manager	\$ 100	\$ 800	\$ 4,000	\$ 16,000
Marketing Lead	\$ 150	\$ 1,200	\$ 6,000	\$ 24,000
Coach	\$ 60	\$ 480	\$ 2,400	\$ 9,600

- Rates are subject to change and do not include project related expenses
- Discounts provided for engagements 3 months or longer.
- Motion/Animation does not include voice overs or sound engineering

Exhibit B

Insurance Requirements



City of Doral Step Up Challenge Platform Enhancements Proposal

Prepared for: City of Doral
Prepared by: LifeWallet team
January 3, 2018
Proposal number: Dor-0002T

STEP UP CHALLENGE

Objective

Communities are happier and more productive when they are healthier.

The City of Doral ("City") has established an amazing platform, the Step Up Challenge, for pursuing healthier communities that other communities are starting to emulate.

This is a unique program that had not ever been done in a municipality and the program has been well received by the community.

The City of Doral wants to find ways to expand the reach of the program so that more residents participate and we can reach the ambitious goal of 1 billion steps in a year. In addition to finding ways to increase adoption, we want to find ways to maintain interest and have programs that add new users and keep the users that engaged.

Solution

Take the base technology platform to the next level to improve adoption and maintain engagement by adding the following components:

- Change the final date of the challenge to January 1st, 2019
- Set up a support training session for City's IT department so they can provide level 1 support
- Add a description of the sync process and steps in the info glyph **i**
- Add the last sync date and steps synced to the profile
- Manual Steps: bring back the ability for users to add manual steps. This is to support users that have a pedometer. We will limit the number of manual steps that a user can add in any given day. We will also tag in the leaderboard those users that have manual steps in their counts to differentiate them from those that do not.
- Add support for additional platforms in Android OS: add support for Samsung Health and Google Fit step counting. Note that some devices and some older OS versions do not support step counting; platforms/devices that support Google Fit and Samsung Health and later Android OS versions will work.
- Add support to report monthly step activity to the City's IT department via an Application Programming Interface (API). The API would provide the step data that feeds the monthly step activity for the City's dashboard.



Enhancement costs

Description	Cost
Components listed above (all included)	\$ 14,800
- Training session with City's IT department so they can provide support to users (level 1 support)	
- Change end of challenge date to 1/1/2019	
- Add a description of the sync process and steps in the info glyph	
- Add the last sync date and steps synced to the profile	
- Manual step support with daily step limit and icon to denote those that have manual steps	
- Add additional platforms to Andoid app: Samsung Health and Google Fit	
- Create an API to report monthly step counts to IT Department. The IT department will be able to connect their dashboard to the API to receive monthly summary step counts.	
Facebook Component (delivered already)	

Agreement

Add the following components to the StepUp challenge:

- Change date of end of challenge to 1/1/2019
- Add a description of the sync process and steps in the info glyph
- Add the last sync date and steps synced to the profile
- Manual Steps: add the ability for users to add manual steps. We will limit the number of manual steps that a user can add in any given day. We will also tag in the leaderboard those users that have manual steps in their counts to differentiate them from those that do not.
- Add support for additional platforms in Android OS: add support for Samsung Health and Google Fit step counting. Note that some devices and some OS versions do not support step counting and they each have a sync process that we do not control, so for steps to be updated, the provider's (Samsung or Google) process for updating the respective cloud has to be followed properly.
- Add support to report monthly step activity to the City's IT department via an Application Programming Interface (API). The API would provide the step data that feeds the monthly step activity for the City's dashboard. The IT department will be able to connect their dashboard to the API to receive monthly summary step counts.

We estimate the timeline for all the enhancements to be approximately 5-8 weeks from the date the first payment is received. We will be doing the updates in the order the items are listed above and making a release so that the improvements are available incrementally.

Start date: 1/4/2018, signed document

1/11/2018: \$14,800 due

Approved by: _____

Date _____





LifeWallet
14591 SW 120th Street
Miami, FL 33186
(305) 800-5433

Invoice 1048

LifeWallet

BILL TO

City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

DATE
01/16/2018

PLEASE PAY
\$14,800.00

DUE DATE
01/16/2018

P.O. NUMBER

VENDOR NUMBER

PRODUCT	QTY	RATE	AMOUNT
Challenger Technology Platform - Enhancements Proposal # FOR-0002T	1	14,800.00	14,800.00

TOTAL DUE

\$14,800.00

THANK YOU.

Please make check payable to LifeWallet, LLC