

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
IN REM SOLUTIONS, INC.
FOR
GRANT WRITING CONSULTING SERVICES**

THIS AGREEMENT is made between **IN REM SOLUTIONS, INC.**, an active, for-profit Florida corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the City seeks to capitalize on all grant opportunities to be able to help all City departments; and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for **FUNDING NEEDS ANALYSIS; GRANT FUNDING RESEARCH** (including, but not limited to Economic Development, Criminal Justice technology Programs, Infrastructure development and maintenance, Public Safety, Technology, Parks and Recreation programs, Multimodal Transportation, Workforce Development, Records Management, Senior, Family and Youth programs and Energy Efficiency and Sustainability); **ON-CALL GRANT RESEARCH; GRANT PROPOSAL DEVELOPMENT; PROVIDE QUARTERLY SUMMARIES OF GRANTS; DELIVERABLES;** and other professional services, as required, including, but not limited to representation on State and Federal levels to monitor and guide grant applications through the pertinent government agencies; as such other services regarding the obtaining of grants as the City may require for the acquisition of specific grants; and

WHEREAS, on January 10, 2020, the City of Doral (the "City") issued Request for Proposal #2020-01, "Grant Writing Consulting Services", (the "RFP") for the purpose of soliciting proposal for grant writing consulting services; and

WHEREAS, via Resolution 20-64, a one-year contract was awarded to In Rem Solutions, Inc. ("In Rem"); and

WHEREAS, In Rem Solutions, Inc., provides the City with competitive prices for its services, quality and reliability; and

WHEREAS, the City Council approved staff's recommendation during its May 13, 2020 Regular Council Meeting via Resolution No. 20-64 and authorized the City Manager to enter into a one (1) year agreement.

WHEREAS, the Consultant and City, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services.

1. Scope of Services/Deliverables.

- 1.1** The Consultant shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as **Exhibit "A"**, which is incorporated herein and made a part hereof by this reference.

1.2 The "Scope of Services" includes a Schedule for the Service 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 through May 13, 2021, unless earlier terminated in accordance with Paragraph 8.

2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

As compensation for the services contemplated herein and for performance rendered by In Rem Solutions, Inc. of its duties and obligations hereunder, the City shall pay to In Rem Solutions, Inc. a monthly fee of \$4,166.00 for Consulting fees. (The "Consulting Fee"). Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. Upon completion of the work, Consultant shall submit its monthly bill[s] for payment in a form approved by the City. In no event shall the fees due under this agreement exceed budgeted funds.

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 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. **Sub-Consultants.**

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

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

5. **Consultant's Responsibilities.**

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

6. **Conflict of Interest.**

6.1 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.

7. **Termination.**

7.1 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. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Consultant fails to cure within five (5) days of receiving notice from the City of such breach; a failure on the part of Consultant to adhere to the City's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Consultant that constitutes a violation of Federal, State, County, or City Law.

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

7.3 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 7.4.

7.4 The Consultant shall transfer all books, records, reports, working drafts, documents, 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.

7.5 If the Consultant wishes to terminate this Agreement, it must provide the City with sixty (60) days written notice. Failure to provide the City with such days written notice may result in the Consultant being unable to do business with the City in the future.

8. **Insurance.**

8.1 The Consultant shall secure and maintain throughout the duration of this Agreement medical and/or commercial insurance of such type and in such amounts as required for Consultant to operate its business.

8.2 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.

9. Nondiscrimination.

9.1 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

10. Attorneys' Fees and Waiver of Jury Trial.

10.1 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.

10.2 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.

11. Indemnification.

11.1 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.

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

11.3 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.

12. Notices/Authorized Representatives.

12.1 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: Albert P. Childress
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

For the Consultant: Lisa Mulhall
In Rem Solutions, Inc.
875 Aurelia Street
Boca Raton, FL 33846

13. Governing Law.

13.1 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.

14. Entire Agreement/Modification/Amendment.

14.1 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.

14.2 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.

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

- 15.1 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.
- 15.2 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.
- 15.3 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.

16. **Non-assignability.**

- 16.1 This Agreement shall not be assignable by Consultant. 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.

17. **Severability.**

- 17.1 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, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

18. **Independent Contractor.**

- 18.1 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.
- 18.2 The Consultant agrees that it will not take any Federal tax position inconsistent with it being a service Consultant.

19. **Compliance with Laws.**

- 19.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Service.
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20. **Waiver**

20.1 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.

21. **Survival of Provisions**

21.1 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.

22. **Prohibition of Contingency Fees.**

22.1 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.

23. **Counterparts**

23.1 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 President, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

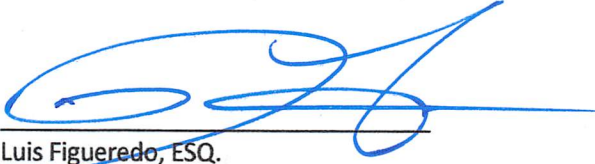
CITY OF DORAL

By: 

Albert. P Childress, City Manager

Date: May 26, 2020

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



Luis Figueredo, ESQ.
City Attorney

CONSULTANT

By: Rusan Mulhan

Title: President

Date: 5/20/20

"EXHIBIT A"

SCOPE OF SERVICES

The Consultant will be responsible for providing the following services to the City:

1. **Funding Needs Analysis** – Work with City staff to facilitate meetings with City departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding;
 2. **Grant Funding Research** – Conduct research to identify grant resources including, but not limited to, Federal, State, foundation, agencies and organizations that support the City's funding needs and priorities emphasizing grants which require no "matching" funds), including, but not limited to:
 - a) Economic development
 - b) Criminal justice technology programs
 - c) Infrastructure development and maintenance
 - d) Public safety
 - e) Technology
 - f) Parks and recreation programs
 - g) Multimodal transportation
 - h) Workforce development
 - i) Records management
 - j) Senior, family, and youth programs
 - k) Energy efficiency and sustainability
 3. **On-Call Grant Research** – In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the contract. The Scope of Work may also include researching grant opportunities identified by the City.
 4. **Grant Proposal Development** – Provide general grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts and production, and submittal of applications to funding sources. A copy of each grant application package submitted for funding, in its entirety, shall be provided to the City.
 5. **Quarterly** – Provide quarterly summaries of grants the City of Doral has applied for with the grant writer's assistance and the outcome of each grant request.
 6. **Deliverables**
 - (a) Additional Grant Awards and/ or
 - (b) Successful renewal of existing Grant Awards
 7. **Other Professional Services**, as required, including, but not limited to: representation on State and Federal levels to monitor and guide grant applications through the pertinent government agencies; and such other services regarding the obtaining of grants as the City may require for the acquisition of specific grants.
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RESOLUTION No. 20-64

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARING REQUEST FOR PROPOSAL #2020-01 "GRANT WRITING CONSULTING SERVICES" TO THE TOP RANKED FIRM, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH IN REM SOLUTIONS, INC., TO PROVIDE GRANT WRITING CONSULTING SERVICES FOR A PERIOD OF ONE (1) YEAR IN THE AMOUNT NOT TO EXCEED \$50,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") eliminated the Grant Writer Coordinator position last year and we are consolidating the grant writing for the entire City; and

WHEREAS, the City of Doral (the "City") issued Request for Proposal 2020-01 for Grant Writing Consulting Services (the "RFP") on January 10, 2020 for the purposes of obtaining assistance in writing grants; and

WHEREAS, in response to the RFP, the City received two submittals, which were opened on February 11th, 2020, with only one (1) of the two (2) firms meeting the minimum required criteria; and

WHEREAS, the Evaluation Committee ranked and scored the respondents based on a 300 Point System; and

WHEREAS, Staff has recommended that the City Council accept the ranking and authorize the City Manager to negotiate and enter into an agreement with Rem Solutions, Inc. to provide Grant Writing Consulting Services; and

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 a part hereof by this reference.

Section 2. Approval of Rankings. The City Council hereby approve the rankings of the firm as provided by the selection Committee and recommended by the City Manager as follows:

(1) In Rem Solutions, Inc.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with the top ranked firm in an amount not to exceed budgeted funds, subject to approval by the City Attorney as to form and legal sufficiency.

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

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral 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 13 day of May, 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