Cloudsyte Elevating Urban Sustainability





#### **Proposal for City of Doral**

Prepared: Cloudsyte Date prepared: November 4, 2024

#### CLOUDSYTE

4800 N Federal Hwy Suite B200 | Boca Raton, FL 33431 EMAIL: INFO@CLOUDSYTE.COM PHONE: 561-425-9930 WEBSITE: https://www.cloudsyte.com/

#### Overview

Cloudsyte is excited to support the City of Doral in its commitment to sustainability and resilience through our comprehensive digital platform and strategic expertise. With our tools, the City of Doral can effectively monitor, manage, and publicly communicate its sustainability initiatives under the Citywide Integrated Sustainability Plan (CISP), the Green Master Plan, and related efforts. This proposal outlines our services, features, and pricing options to help the City achieve its sustainability goals and maximize impact.

#### **Scope of Services**

#### 1. Citywide Integrated Sustainability Plan (CISP) Support

- a. Data Collection & Strategy Tracking: Capture data from various sources to track the CISP's strategies, including metrics on energy efficiency, waste reduction, sustainable transportation, and GHG emissions reduction.
- b. Co-Benefit Analysis: Monitor and analyze co-benefits for each strategy, providing insights on intersections between GHG reductions, quality of life, economic growth, and resource conservation.

#### 2. Public and Internal Dashboards for Transparency and Engagement

- a. Public Dashboard: Showcase Doral's commitment and progress to residents and stakeholders with a transparent, real-time dashboard that tracks Green Master Plan initiatives and other sustainability goals.
- b. Internal Dashboard: Equip city officials with detailed insights and tracking tools to drive decision-making across departments, projects, and goals, supporting datadriven progress.

#### 3. Green Master Plan Project Management and Tracking

- a. Project Tracking: Manage and report on Green Master Plan projects, providing realtime updates on goals, timelines, and performance metrics.
- b. Monitoring and Reporting: Track key sustainability indicators, including energy use, water conservation, natural resource management, and waste reduction.

#### 4. Resilience Planning and Monitoring

- a. Resilience Plan Development: Cloudsyte will support tracking of a resilience plan tailored to Doral's vulnerabilities, including flood, heat, and storm impact data.
- b. Variable Tracking: Track relevant environmental variables to maintain awareness of local and regional climate risks, helping Doral make proactive adjustments to resilience strategies.

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#### **Key Features**

- 1. Automated Reporting: Generate detailed reports that align with internal requirements and public transparency standards, easing reporting and compliance efforts.
- 2. Customizable Indicators and Metrics: Define and track specific metrics relevant to Doral's sustainability and resilience goals, including energy, emissions, and climate vulnerabilities.
- 3. Collaboration and Task Management: Assign tasks, set objectives, and track project milestones across teams, ensuring that all environmental initiatives are progressing as planned and aligning with the city's broader goals.
- 4. Data Repository: A centralized system for storing and managing the data and documentation.

#### Pricing

Annual Subscription: Annual cost not exceeding - \$9500

Includes full platform access, data integration, public dashboard setup, and ongoing support.

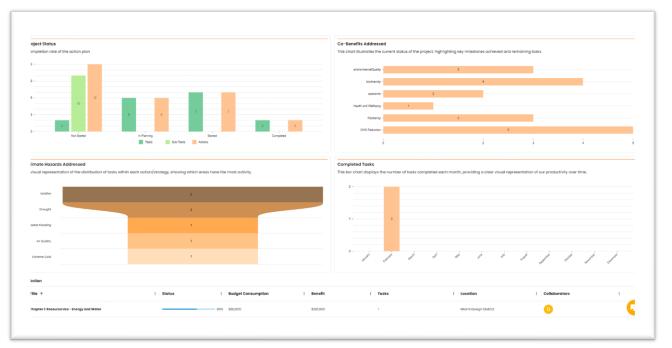
#### Why Cloudsyte?

- 1. Local Technology Partner: Cloudsyte is a local company, proudly incubated by the Florida Atlantic University Research Center. By supporting Cloudsyte, the City of Doral directly contributes to job creation and economic growth in our local community.
- 2. Comprehensive Support: Our team functions as an extension of your city's staff. Cloudsyte assists in every step, from data upload to real-time interpretation. Our team of scientists and technical specialists can help interpret data insights and guide strategic decisions, ensuring your city's sustainability goals are achieved with actionable and informed outcomes.
- 3. Proven Track Record: Cloudsyte's platform was developed in close collaboration with the City of Boca Raton, ensuring it meets the unique needs of local governments. Our work with Boca Raton has helped us refine tools that effectively streamline sustainability data, drive climate action, and enhance transparency through robust dashboards and tracking tools.
- 4. Customizable Platform: Adaptable features to meet specific needs, ensuring Doral's unique sustainability and resilience requirements are met.

**CITY OF DORAL** 



## Cloudsyte Elevating Urban Sustainability

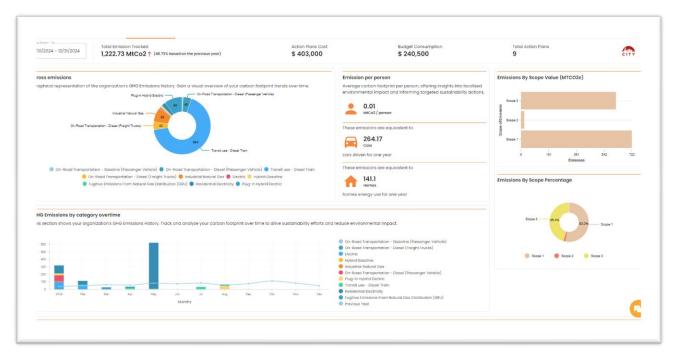


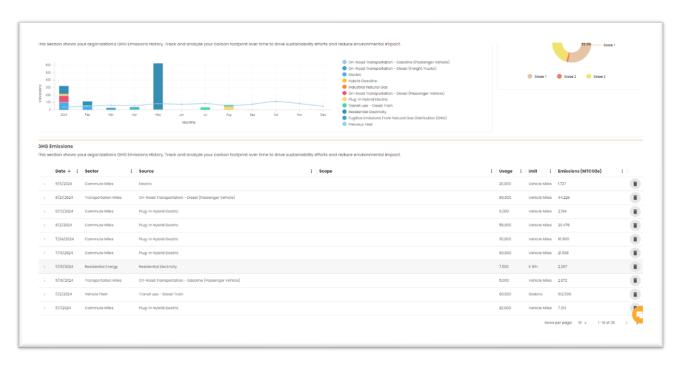
Do Book Chapter 6: Environmental Protection & Resiliency + In Planning								
ion Plan Tasks Analytics	Inventory Inventory Inp	ut Waste & Circularity						+ Action Iter
Title			: Status	E Date	i Priority		E Collaborator	i Actions
Climate Resilience and Adaptation			in Planning	2/16/2024	Highest		D	
Green Spaces and Biodiversity			Storted	2/16/2024	Highest		D	
Waste Reduction and Recycling			Not Started	2/10/2024	Highest		D	
Title i	Sector	i Term	: Sustainability T	уре	Budget Consumption	Benefit	E Co-Benefits	I Actions
Zero Waste Goals for City Facilities	Residential Energy	Short	Assessment		\$2,500	\$6,000	Economic, Resiliency	
Community Recycling Education Program	Solid Waste	long	Education and Out	treach	\$6,000	\$6,000	OHO Reduction, Resiliency, Biodiversity	
- Curbside Organic Waste Collection	Circular Economy	Long	Building and Infras	itructure	\$5,000	\$5,000	Diodiversity	
- Plastic Reduction Initiatives	Net Zero & Decorbonization	Long	Plan Development		\$9,000	\$15,000	Biodiversity, Environmental Quali	y 🛛 🔳
Public Recycling infrastructure Expansion	Process and Fugitive Emissions	Long	Building and infras	tructure	\$3,000	\$3,000	Environmental Quality	
Waste Reduction Challenge for Residents	Solid Waste	Long	Incentive		\$15,000	\$25,000	OHO Reduction, Biodiversity, Environmental Quality	
				+ New Sub Task				
Transportation and Mobility			In Planning	2/18/2024	Highest		0	
Energy Efficiency Improvements			Not Started	2/16/2024	High		0	1
Renewable Energy Adoption:			in Planning	2/16/2024	Medium		•	

**CITY OF DORAL** 



## Cloudsyte Elevating Urban Sustainability







#### <u>City of Doral</u> <u>Professional Services Agreement</u>

THIS CONTRACT made and entered into on the  $\frac{12}{2}$  day of  $\frac{March}{2}$ , 2025 by and between:

City of Doral 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166 (Hereinafter referred to as "the City")

AND

Cloudsyte, LLC 4800 North Federal Highway, Suite B200 Boca Raton, FL 33431 (Hereinafter referred to as "Consultant")

#### 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

#### I. THE CONTRACT DOCUMENTS

1.1 The Contract documents, attached hereto and made part hereto as Exhibit "A", consists of the Proposal dated November 4<sup>th</sup>, 2024 (to develop a digital platform tool to document, monitor, and manage the City's Sustainability Implementation Plan (CISP)), submitted by the Consultant detailing the elements agreed upon for the City of Doral.

## ARTICLE 2

#### 2. <u>SCOPE OF SERVICES</u>

2.1 These tasks are enumerated under the Scope of Work in the proposal dated November 4<sup>th</sup>, 2024.

### ARTICLE 3

#### 3. <u>CONTRACT SUM</u>

3.1 Upon satisfactory completion of the specified work as determined by the sole discretion of the City Manager, the Consultant agrees to charge the City for percentage of completion associated with performing the work in accordance with the Contract documents and the negotiated lump sum price of fourteen thousand eight hundred forty dollars (\$9,500.).

### ARTICLE 4

#### 4. <u>CONTRACT TIME</u>

4.1 The work to be performed under this Contract is specified in the Notice to Proceed and, subject to authorized adjustments, shall be totally complete and ready for final payment within 12 months from the Notice to Proceed (NTP).

#### ARTICLE 5

#### 5. INVOICING AND PAYMENT

- 5.1 The Consultant will issue the invoice for \$9,500, as of the date of the NTP. If the City determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such an invoice within 30 days.
- 5.2 The Consultant's invoice shall show a complete breakdown of the project components, the quantities completed and the amount due, and any other supporting documentation as may be required by the Contract documents for approval.

#### ARTICLE 6

#### 6. INDEMNIFICATION

6.1 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 of the contract work.

#### ARTICLE 7

#### 7. INSURANCE

The Consultant shall secure and maintain throughout the duration of this agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the City Manager the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance cover shall include a minimum of:

- 7.1 Worker's Compensation and Employer's Liability Insurance. If applicable coverage to apply for all employees at minimum statutory limited as required by Florida Law.
- 7.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicles insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000 per occurrence, combined single limit for Bodily Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 7.3 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.
- 7.4 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 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.

## ARTICLE 8

#### 8. <u>ASSIGNMENT</u>

8.1 This Agreement shall not be assignable by the Consultant.

## ARTICLE 9

#### 9. PROHIBITION AGAINST CONTINGENT FEES

9.1 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 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 Consultant any fee, commission, percentage, gift, or any other consideration, continent upon or resulting from the award or making of this Contract unless approved by the City Manager of the City of Doral.

## ARTICLE 10

#### 10. <u>TERMINATION</u>

10.1 This Contract may be terminated by the City upon ten days' written notice with or without cause and by the Consultant upon 30 days' written notice with or without cause. If this Contract is terminated, the Consultant 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 ||

#### II. NONEXCLUSIVE AGREEMENT

11.1 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 12

#### 12. ENTIRE AGREEMENT

12.1 This Contract, together with all pertinent documentation shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.

#### ARTICLE 13

#### 13. ATTORNEY'S FEES

13.1 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 the agreement of the parties.

#### ARTICLE 14

#### 14. NONDISCRIMINATION

14.1 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, national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

## ARTICLE 15

#### 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. The City Manager or his designee shall, during the term of this Agreement, have access 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 the agreement of the parties.

## ARTICLE 16

#### 16. INDEPENDENT CONTRACTOR

16.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor 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.

## ARTICLE 17

#### 17. <u>COMPLIANCE WITH LAWS</u>

17.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to services provided hereunder.

## ARTICLE 18

#### 18. <u>NOTICES</u>

18.1 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 addressed as follows:

City:

Zeida Sardiñas City Manager City of Doral 8401 NW 53<sup>rd</sup> Terrace

	Doral, Florida 33166
With a copy to:	Lorenzo Cobielle City Attorney Gastesi, Lopez & Mestre, PLLC. City of Doral 8401 NW 53 <sup>rd</sup> Street Doral, Florida 33166
City Clerk	Connie Diaz, MPA, MMC City Clerk City of Doral 8401 NW 53 <sup>rd</sup> Terrace Doral, Florida 33166
Consultant:	Mr. Kennedy Muteti CEO & Co-Founder Cloudsyte, LLC. 4800 North Federal Highway, Suite B200 Boca Raton, FL 33431

## ARTICLE 19

#### 19. <u>GOVERNING LAW</u>

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

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.

Consultant:

City:

By:

Mr. Kennedy Muteti CEO & Co-Founder Cloudsyte 4800 North Federal Highway, Suite B200 Boca Raton, FL 331431 City of Doral 8401 NW 53<sup>rd</sup> Terrace Doral, FL 33166

By:

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Zeida Sardiñas City Manager

Courts

Connie Diaz City Clerk

Lorenzo Cobiella Gastri, Lopez & Mestre, PLLC. City Attorney