



City of Doral
Professional Services Agreement

THIS CONTRACT made and entered into on the 15 day of May, 2025 by and between:

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

AND

New Leaf Environmental, LLC
57 Silver Springs 4800
Key Largo, FL 33037

(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

I.1 The Contract documents, attached hereto and made part hereto as Exhibit "A", consists of the Proposal dated January 17, 2025 (to conduct a feasibility study regarding assumption of the County's tree permitting regulatory program within City limits), submitted by the Consultant detailing the elements agreed upon for the City of Doral.

ARTICLE 2

2. SCOPE OF SERVICES

- 2.1 These tasks are enumerated under the Scope of Work in the proposal dated January 17, 2025.

ARTICLE 3

3. CONTRACT SUM

- 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 proposal and the negotiated lump sum price of four thousand nine hundred ninety eight dollars (\$4,998.).

ARTICLE 4

4. CONTRACT TIME

- 4.1 The work to be performed under this Contract is specified in the proposal and shall be totally complete with a maximum limited amount of 42 hours/\$4,998.

ARTICLE 5

5. INVOICING AND PAYMENT

- 5.1 The Consultant will issue the invoice for \$4,998, 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. ASSIGNMENT

- 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, contingent 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. TERMINATION

- 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 11

11. 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. COMPLIANCE WITH LAWS

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. NOTICES

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 53rd Terrace
Doral, Florida 33166

With a copy to:

Lorenzo Cobielle
City Attorney
Gastesi, Lopez & Mestre, PLLC.
City of Doral
8401 NW 53rd Street
Doral, Florida 33166

City Clerk

Connie Diaz, MPA, MMC
City Clerk
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

Consultant:

Mr. Michael McCoy
Vice president
Cloudsyte, LLC.
4800 North Federal Highway, Suite B200
Boca Raton, FL 33431

ARTICLE 19

19. GOVERNING LAW

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.

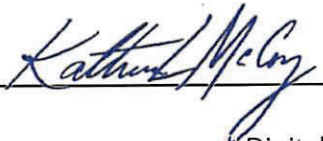
Consultant:

Mrs. Katherine McCoy
President
New Leaf Environmental, LLC
57 Silver Springs Drive
Key Largo, FL, 33037

City:

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


By:



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By:



Zeida Sardiñas
City Manager



Connie Diaz
City Clerk



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