

**PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN
THE CITY OF DORAL
AND**

**FOR
REAL ESTATE CONSULTANCY SERVICES**

This Agreement (“Agreement”) is made and entered into this 20th day of January, 2026, by and between the City of Doral, Florida, a municipal corporation organized under the laws of the State of Florida (“City”), whose principal address is 8401 NW 53rd Terrace, Doral, Florida 33166, and Daniel Rotenberg, a [corporation/LLC/individual] (“Consultant”), whose principal address is 300 W 41st Street, Suite 218 Miami Beach, Florida 33140. The City and Consultant may collectively be referred to as the “Parties.”

1. PURPOSE.

The City desires to retain Consultant to provide professional real estate advisory and consulting services on an as-needed basis, and Consultant is willing and able to perform such services under the terms and conditions set forth in this Agreement.

2. SCOPE OF SERVICES/DELIVERABLES.

Consultant shall provide real estate consulting and advisory services, which may include but are not limited to:

- Market evaluation, valuation support, and analysis of potential property acquisitions or leases;
- Review, analyze and provide the City with recommendations regarding the City’s real estate portfolio;
- Participate and provide support to the City on all formal bid solicitations, including P3s. Assist the City with strategy meetings and related advisory services as requested in writing by the City Manager or designee.

All work shall be performed in accordance with applicable laws, professional standards, and the City’s policies and Procedures.

3. TERM.

This Agreement shall commence on the date of execution found on page 9 of this agreement and shall remain in effect for three (3) months, unless terminated earlier in accordance with this Agreement. The City may, at its sole discretion, may renew this Agreement for two (2) additional six (6) month period upon written notice to the Consultant prior to the expiration of the initial term.

4. COMPENSATION AND PAYMENT.

4.1 The Consultant shall be compensated in the following manner:

The City shall compensate Consultant at an hourly rate of \$500.00 for services rendered under this Agreement. Consultant shall submit detailed monthly invoices specifying hours worked, tasks performed, and total compensation requested.

Invoices shall be sent to the City's Chief Financial Officer with a copy to the City's Procurement and Asset Management Department and shall be payable within thirty (30) days after approval by the City.

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

4.3 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.

4.4 Retainer: Notwithstanding the above, the Consultant shall be paid \$500/hour, with a minimum of 25 hours per month. At 6.25 hours/week for a period of three-months.

5. SUBCONSULTANTS.

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

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

6. CITY'S RESPONSIBILITIES.

6.1 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.

6.2 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).

7. CONSULTANT'S RESPONSIBILITIES.

7.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of any assigned Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

8. CONFLICT OF INTEREST.

8.1 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.

9. TERMINATION.

9.1 The City Manager without cause may terminate this Agreement upon thirty (30) calendar days written notice to the Consultant, or immediately with cause.

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

9.3 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.

9.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to any assigned 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.

10. E-VERIFY.

Consultant shall comply with Section 448.095, Florida Statutes, and utilize the federal E-Verify system to verify the employment eligibility of all employees working under this Agreement. Additionally, the attached affidavit shall be completed by the Consultant and submitted with this agreement.

11. FLORIDA PUBLIC ENTITY CRIMES FORM.

The Florida Public Entity Crimes Form is a sworn statement required by Florida law to be submitted by individuals and entities when doing business with public entities, such as state agencies or local governments. This form addresses the potential for conflicts of interest and ensures compliance with regulations concerning public entity crimes, which are violations of state or federal law related to business dealings with public entities. In furtherance of compliance, the attached form shall be completed, signed, notarized and remitted to the City.

12. REQUIRED AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR SERVICES:

Section 787.06(13) of the Florida Statutes requires nongovernmental entities to provide an affidavit when contracting with a governmental entity, attesting that they do not use coercion for labor or services. This affidavit is a condition for executing, renewing, or extending the contract. Attached is the Affidavit to be completed and submitted.

13. INSURANCE.

13.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. 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.

13.2 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.

13.3 The City of Doral shall be added as "Additional Insured".

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, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

15. ATTORNEYS' FEES AND WAIVER OF JURY TRIAL.

15.1 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.

15.2 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.

16. SOVEREIGN IMMUNITY.

16.1. Notwithstanding any other provision in this agreement, the parties acknowledge and agree that nothing herein shall be construed as a waiver of sovereign immunity under the laws of the State of Florida, except as specifically provided by Florida law.

17. INDEMNIFICATION.

17.1 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.

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

17.3 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.

18. NOTICES/AUTHORIZED REPRESENTATIVES.

18.1 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: Zeida C. Sardiñas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Lorenzo Cobiella, Esq.
City Attorney
Gastesi, Lopez, Mestre & Cobiella, PLL

For The Consultant: Daniel Rotenberg
300 W 41st Street, Suite 218
Miami Beach, Florida 33140

19. GOVERNING LAW AND VENUE

19.1 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 the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida.

20. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT.

20.1 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.

20.2 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.

21. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.

21.1 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.

21.2 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.

21.3 The Consultant acknowledges and agrees that all documents, papers, letters, maps, books, tapes, photographs films, sound recordings, data processing software, or other material regardless of the physical form, characteristics, or means of transmission made or received pursuant to this agreement and, or in connection with the services performed for the City are public records under Florida Statutes Chapter 119, and are the

subject of inspection and copying by the public. The Consultants shall comply with all applicable provisions of Chapter 119 of Florida Statutes.

21.4 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.

22. NONASSIGNABILITY.

22.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved in writing 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.

23. SEVERABILITY.

23.1 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.

24. INDEPENDENT CONTRACTOR.

24.1 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.

25. COMPLIANCE WITH LAWS.

25.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

26. WAIVER

26.1 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.

27. SURVIVAL OF PROVISIONS

27.1 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.

28. PROHIBITION OF CONTINGENCY FEES.

28.1 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.

29. COUNTERPARTS

29.1 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.

[INTENTIONALLY LEFT BLANK]

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, whose representative has been duly authorized to execute same.

Attest:

CITY OF DORAL

 _____ 1/21/2026

Connie Diaz, City Clerk

By:  _____

Zeida Sardiñas, City Manager

Date: 1/21/2026

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

 _____ 1/20/2026

Lorenzo Cobiella
Gastesi Lopez Mestre & Cobiella, PLLC
City Attorney

CONSULTANT

Signature:  _____

Name: Daniel Rotenberg

Title: Managing Member

Date: 1/20/2026