



**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL
AND
CONTINENTAL STRATEGY FOR STATE & LOCAL LOBBYING SERVICES**

THIS AGREEMENT is made between CONTINENTAL STRATEGY hereinafter the "Firm"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City"). The Firm and City may be referred to individually as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, it is important that the City continue to stay engaged in legislative advocacy to build a framework for success as the City prepares for the 2023 Legislative Session; and

WHEREAS, the City has determined that the firm of Continental Strategy is best equipped to provide Legislative Lobbyist Services; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Continental Strategy and the City agree as follows.

1. Scope of Services/Deliverables

1.1 Continental Strategy shall furnish Legislative Lobbyist Services to the City to be delineated and incorporated as Exhibit "A."

2. Term/Commencement Date

2.1 This initial Agreement shall become effective as of January 11, 2023 and shall remain in effect for one (1) year thereafter.

2.2 Continental Strategy agrees that time is of the essence and Continental Strategy shall collaborate the City Manager to assist Doral in achieving its identified objectives.

3. Compensation and Payment

3.1 The Firm shall be compensated in the following manner:

3.2 An amount of ONE HUNDRED AND TWENTY-SIX DOLLARS AND NO CENTS (\$126,000.00) regardless of the number of hours or length of time necessary for the Firm to complete the Scope of Services (the "Fee"). The Firm shall not be entitled to any additional payment for any expenses incurred in completion of the Services contemplated by this Agreement. The Firm shall submit its Invoice Monthly for payment to the City. The Fee shall be paid in monthly installments. The Monthly Invoice Rate will be \$10,500.00.

3.3 The City shall pay the Firm in accordance with the Florida Prompt Payment Act.

3.4 If a dispute occurs regarding a submitted invoice, the City Manager may withhold payment of the disputed amount and may pay the Firm the undisputed portion of the invoice. Upon written request of the Finance Director, the Firm shall provide written documentation that further explains the services provided under the submitted the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. Sub-Providers

4.1 The Firm shall be responsible for all payments to any individuals or additional firms utilized by the Firm.

5. City's Responsibilities

5.1 It shall be the City's duty to inform the Firm of its wishes with regard to its advocacy and to provide the Firm the information necessary to best represent the City. It shall also be the City's duty to timely compensate the Firm for its services.

6. Firm's Responsibilities

6.1 The Firm shall perform the Scope of Services, in accordance with best industry practices. The Firm shall be solely responsible for the professional quality, accuracy and coordination of all services furnished by the Firm under this Agreement. It shall be the Firm's duty to advocate on behalf of the City before elected officials, appointed officials and high-level staff in both the legislative and executive branches. Additionally, the Firm will use best efforts to provide meeting opportunities with strategic partners, community leaders, and other elected and non-elected community key influencers, and inform the City of relevant developments and feedback

7. Termination

7.1 The City Manager without cause may terminate this Agreement upon thirty (30)

days written notice to the Firm, or immediately with cause.

7.2 Upon receipt of the City's written notice of termination, the Firm shall stop work on the Project

7.3 In the event of termination by the City, the Firm shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Firm has first complied with the provisions of Paragraph 7.4.

7.4 The Firm 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.

7.5 If the Firm wishes to terminate this Agreement prior to the end of the initial term during the option years, they must provide the City with one- hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Firm being unable to do business with the City in the future.

7.6 The Firm shall have no recourse or remedy from a termination made by the City except to retain the fees earned compensation for the Scope of Services that was performed in complete compliance with this Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the City, its officials or employees.

8. Insurance

8.1 The Firm shall secure and maintain throughout the duration of this Agreement insurance coverage of such types and in such amounts consistent with best industry practices. The insurance coverage will include but not be limited to general liability insurance, professional liability insurance including errors and omissions coverage. The Firm shall provide written notice to the City Manager of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change. The Firm shall furnish a copy of the insurance policy or policies upon request of the City Manager within ten (10) days of written request.

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, the Firm 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 The Firm 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 the Firm's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Firm and third parties made pursuant to this Agreement. The Firm shall reimburse the City for all its expenses including reasonable attorney's fees and costs incurred in and about the defense any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with the Firm's performance or non-performance of this Agreement.

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

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: Barbara Hernandez
City Manager
City of Doral, Florida
8401 NW S3rd Terrace Doral, Florida 33166

With a Copy to: City Attorney
8401 NW 53rd Terrace Doral, Florida 33166

For The Firm: Carlos Trujillo
354 Sevilla Ave,
Coral Gables, FL 33134

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, or the Southern District of 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 Firm 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 Firm involving transaction related to this Agreement

15.3 The City may cancel this Agreement for refusal by the Firm 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 the Firm unless such assignment is first approved by the City Council. It is understood that a sale of the majority of the stock or partnership shares of the Firm, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior City's approval. The City is relying upon the apparent qualifications and personal expertise of the Firm. Accordingly, the Firm's services are unique in nature and any transference without the prior written approval of the City shall be cause for the City to terminate this Agreement. The Firm shall have no recourse from such cancellation.

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.

18. Independent Contractor

18.1 The Firm 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 or this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking enterprise or venture between the parties.

19. Compliance of Laws

19.1 The Firm shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

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 term 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. Counterparts

22.1 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.

23. Interpretation

23.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement All personal pronouns used in

this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

23.2 Preparation of this Agreement has been a joint effort of the City and the Firm and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

24. Discretion of City Manager

24.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

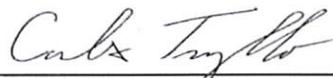
25. Third Party Beneficiary

25.1 The Firm and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

CITY OF DORAL


By: Barbara Hernandez
Title: City Manager
Date: 5/10/2023

CONTINENTAL STRATEGY


By: Carlos Trujillo
Title: President
Date: 4/27/23

Approved as to form and legal sufficiency
for the sole use of the City of Doral.


City Attorney

Valerie Vicente for ^{Nabers}
Print Name Giblin ^{Nickerson PA}

Exhibit "A"
Scope of Services

Perform as a lobbyist for the City, and managing said lobbying activities in accordance with the City's direction. The Consultant must provide the full scope of lobbyist services in representing the City in matters where such representation is needed by City. Specifically the Consultant will:

1. Meet with City staff and City Council to assist in the development of the City's list of goals, priorities and specific projects. Identify which of these goals, priorities and specific projects could be addressed at the State level and assist in developing written material on each request to provide to congressional staff.
2. Demonstrate a keen understanding of City priorities, policy objectives, project merits and supporting data.
3. Provide City staff and City Council with any new information that may impact, and actively seek opportunities to enhance the City's State legislative program and provide options as to legislative strategy when necessary.
4. Revise the City's State legislative program as needed, and as requested by the City Council through City staff.
5. Monitor current State legislation and the State budget process and report to the City, both orally and in writing, any legislative events that may directly or indirectly impact the City. Attend meetings as necessary.
6. Advocate with the State legislative bodies and State agencies in support of the City's goals, priorities and projects.
7. At the conclusion of session, prepare a final report, including the final status of the City's priorities and a summary of the impact of major legislative changes to the City.
8. Monitor various State agency actions for potential impact on the City and, in the event that action is needed, advise the City
9. Attend legislative meetings, when necessary.
10. Provide the City, through the City Manager or his/her designee, with weekly updates on issues of importance to the City during sessions including calendars of hearings and meetings discussing City issues.
11. Travel to the City, as necessary, to consult with City staff and the City Councilmembers.
12. Pursue major funding opportunities and investigate other opportunities. Consultant shall research and provide information to City on existing and emerging legislation, availability of funding, distribution of funding, techniques to be used by the City to capitalize on opportunities and examples of successful local government application.
13. If possible identify criteria for eligibility, which may include replacing or modifying existing requests.
14. Be available for regular calls, meetings with City staff as needed, and an annual presentation to the City Council.

EXHIBIT “A”

RESOLUTION No. 23-12

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR LEGISLATIVE LOBBYIST SERVICES, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CONTINENTAL STRATEGY FOR A TERM OF ONE (1) YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the agreement for Legislative Lobbyist Services expired on September 30th, 2022; and

WHEREAS, it is important that the City continue to stay engaged in legislative advocacy to build a framework for success as the City prepares for the 2023 Legislative Session; and

WHEREAS, Continental Strategy offers a team that includes former legislators, including two Appropriations Chairs and a Speaker of the House. Continental Strategy's team biographies are attached as Exhibit "A"; and

WHEREAS, the City determined that it was in its best interest to retain Continental Strategy to provide Legislative Lobbyist Services; and

WHEREAS, staff respectfully recommends the City Council negotiate and enter into an agreement with Continental Strategy for the provision of providing legislative lobbyist services for a period of one (1) year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE 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. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with Continental Strategy for the provision of providing legislative lobbyist services for a period of one (1) year. A copy of the Agreement is attached as Exhibit "B". The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City.

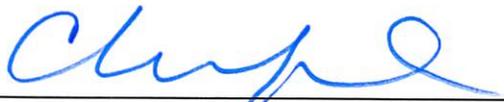
Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Vice Mayor Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 11 day of January, 2023.



CHRISTI FRAGA, 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