

RESOLUTION NO. 09- 712

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SOLID RESOURCES, INC. AND THE TOWN OF MIAMI LAKES FOR GRANT MANAGEMENT SUPPORT SERVICES; WAIVING PROCUREMENT PROCEDURES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Miami Lakes, (the "Town") desires to utilize the services of Solid Resources, Inc. (the "Consultant") to provide grant management support services to the Town; and

WHEREAS, the Town Manager has determined that use of the procurement procedures is impractical.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Waiver of Procurement Procedures.** The Town Council waives procurement procedures for the grant management support services from Solid Resources, Inc. due to impracticality pursuant to Section 2(G)(1) of the Town's Purchasing Procedures

**Section 3. Approval of Agreement.** The Agreement between the Consultant and the Town to provide professional consulting services, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and

approved as to form and legality by the Town Attorney, is approved.

**Section 4. Authorization of Town Officials.** The Town Manager and/or her designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

**Section 5. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

**Section 6. Execution of Agreement.** The Town Manager is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13 day of January, 2009.

Motion to adopt by Mary Collins, second by Michael Pizzi.

FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	<u>yes</u>
Vice Mayor Richard Pulido	<u>yes</u>
Councilmember Mary Collins	<u>yes</u>
Councilmember George Lopez	<u>yes</u>
Councilmember Robert Meador	<u>absent</u>

Councilmember Nick Perdomo  
Councilmember Nancy Simon

~~yes~~  
~~yes~~



Michael Pizzi  
MAYOR

ATTEST:

  
Debra Eastman, MMC  
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:


  
TOWN ATTORNEY  
Weiss, Serota, Helfman, Pastoriza,  
Cole & Boniske, P.L.

Exhibit "A"

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF MIAMI LAKES  
AND  
SOLID RESOURCES INC.**

THIS AGREEMENT (this "Agreement") is made effective as of the 9<sup>th</sup> day of December, 2008 (the "Effective Date"), by and between the TOWN OF MIAMI LAKES, FLORIDA, a Florida municipal corporation (hereinafter the "Town"), and SOLID RESOURCES, INC., a Florida corporation (hereinafter the "Consultant").

WHEREAS, the Consultant and the Town, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for grant management support services within the Town of Miami Lakes, Florida (the "Project"); and

WHEREAS, the Town desires to engage the Consultant to perform the services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows.

1. **Scope of Services.**

1.1. The Consultant shall furnish such professional grant management support services and provide deliverables and additional services for the Project as described in Attachment A attached hereto and made a part hereof (the "Services").

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for a period of one (1) year (the "Term"), unless earlier terminated in accordance with Paragraph 8. The Town Manager in his or her sole discretion may extend the Term of this Agreement up to an additional one hundred eighty (180) days by written notice to the Consultant.

2.2 The Consultant agrees that time is of the essence and the Consultant shall complete the Services for the Project within the Term, unless extended by the Town Manager in his or her sole discretion.

3. **Compensation and Payment.**

3.1 Consultant shall be paid on an hourly basis at the rate of \$98.00 per hour for Consultant's Services up to a maximum of \$37,700.00 for the three (3) tasks as set forth in Attachment A; provided, however, that Consultant's

fees shall not exceed \$9,000.00 hereunder unless such an increase and this Agreement are approved by the Town Council at an appropriately noticed meeting. Fees shall be billed and paid pursuant to monthly invoices. Notwithstanding anything to the contrary contained herein should the Town Council fail to approve this Agreement and the increase in fees then the Town shall only be liable up to the amount of \$9,000.00 for Services rendered by Consultant.

3.2 Invoices shall be promptly processed for payment by Town pursuant to Sec. 218.70, Fla. Stat. upon receipt of the Consultant's invoice. The Town shall provide Consultant with payment no later than 30 days upon receipt of invoice.

4. **Subconsultants.**

4.1 Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.

4.2 Any subconsultants used on the Project must have the prior written approval of the Town Manager.

5. **Town's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available data pertinent to the Services to be provided by Consultant, in possession of the Town.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform the Services as may be requested in writing by the Consultant.

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for the Project as is ordinarily provided by a consultant under similar circumstances. If at any time during the Term of this Agreement or within one (1) year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Services for the Project, upon written notification from the Town Manager, the Consultant shall at Consultant's sole expense, immediately correct the work. The Parties acknowledge that the completion of the Services may be contingent upon action and/or approval by the Florida Division of Emergency Services (DEM) and/or FEMA. The Consultant shall make good faith efforts to communicate with DEM and FEMA, but Consultant cannot guarantee the prompt performance by either DEM or FEMA. The Parties agree to communicate

on a regular basis concerning the status of the deliverables, and the responsiveness of DEM and/or FEMA.

7. Intentionally Removed.

8. **Termination.**

8.1 The Town Manager in his or her sole discretion and without cause may terminate this Agreement upon five (5) days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the Town's written notice of termination, Consultant shall stop work on the Project unless directed otherwise by the Town Manager.

8.3 In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the Project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 Consultant shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include a minimum of the amounts set forth in this Section 9.

9.2 **Worker's Compensation and Employer's Liability Insurance.** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

9.3 **Comprehensive Automobile and Vehicle Liability Insurance.** This insurance shall be written in comprehensive form and shall protect the

Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

- 9.4 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- 9.5 **Certificate of Insurance.** Consultant shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.
- 9.6 **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Consultant in performance of this Agreement. Consultant's insurance, including that applicable to the Town



as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

9.7 **Deductibles.** All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

10. **Nondiscrimination.**

10.1 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

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its 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.

11.2 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.

12. **Indemnification.**

12.1 Except as otherwise provided herein, Consultant shall defend, indemnify, and hold harmless the Town, 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 not shall defend, indemnify, and hold harmless the Town, 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 losses or damages caused by the gross negligence or



intentional acts or wrongful omissions of the Town, and its officers, agents, and employees. Consultant shall reimburse the Town 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.

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

13. **Notices/Authorized Representatives.**

13.1 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 Town: Evelyn Roig, Interim Town Manager  
Town of Miami Lakes, Florida  
15700 NW 67<sup>th</sup> Avenue  
Miami Lakes, FL 33014  
Telephone: 305-364-6100  
Fax Number: 305-558-8511  
[roig@miamilakes-fl.gov](mailto:roig@miamilakes-fl.gov)

For The Consultant: Gary Stankovich, President  
Solid Resources, Inc.  
2202 Cantu Court, Suite 119  
Sarasota, Florida 34232  
Telephone: 941-379-8100  
Fax Number: 941-379-8113  
[gstankovich@solidresources.com](mailto:gstankovich@solidresources.com)

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supercedes 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.

15.2 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.

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

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing the Services to the Town under this Agreement shall be the property of the Town.

16.2 The Town 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.

16.3 The Town may cancel and terminate this Agreement immediately for refusal by the Consultant to allow access by the Town 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.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.

18. **Severability.**

18.1 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.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the Town 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.

20. **Compliance with Laws.**

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

21. **Waiver.**

21.1 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.

22. **Survival of Provisions.**

22.1 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.

23. **Prohibition of Contingency Fees.**

23.1 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.

24. **Counterparts.**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Contract on the first date as written above.

Attest:

\_\_\_\_\_  
Debra Eastman, MMC, Town Clerk

TOWN OF MIAMI LAKES

By: \_\_\_\_\_  
Evelyn Roig  
Interim Village Manager

Date: \_\_\_\_\_

CONSULTANT

SOLID RESOURCES, INC.  
By: \_\_\_\_\_  
Gary Stankovich, President

Date: 12/9/2009

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF TOWN OF  
MIAMI LAKES ONLY

\_\_\_\_\_  
Town Attorney

**ATTACHMENT A**  
**SCOPE OF SERVICES**

The Services shall include the tasks specific to the large and small Project Worksheets (PWs) for the disasters referenced as the following three (3) tasks:

1. **Hurricane Wilma.** The Consultant shall provide Services to the Town for the project worksheets relating to Hurricane Wilma. The total compensation for these Services shall be Twenty-Nine Thousand Six Hundred Dollars (\$29,600).
2. **Hurricane Katrina.** The Consultant shall provide Services to the Town for the project worksheets relating to Hurricane Katrina. The total compensation for these Services shall be Five Thousand Eight Hundred Dollars (\$5,800).
3. **Hurricane Frances.** The Consultant shall provide Services to the Town for the project worksheets relating to Hurricane Frances. The total compensation for these Services shall be Two Thousand Three Hundred Dollars (\$2,300).

The performance of the Services for these tasks shall include:

1. Conduct full review of all PWs;
2. Review eligibility issues on all projects;
3. Capture any costs not yet accounted for on all large projects;
4. Validate the documentation's completeness and accuracy; and
5. Develop a plan to address eligibility issues that may reduce funding at closeout.