

RESOLUTION NO. 03-19

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY AND RASCO GROUP, LLC, FOR INTERIM CITY MANAGER SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 21, 2003, the City Council of the City of Doral (the "City") appointed Joe I. Rasco of Rasco Group, LLC, as Interim City Manager; and

WHEREAS, the City Council desires to approve an agreement between the City and Rasco Group, LLC, for Interim City Manager services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Agreement. The Agreement between the City and Rasco Group, LLC, for Interim City Manager services, attached as Exhibit "A," is approved.

Section 3. Execution of Contract. The Mayor is authorized to execute the contract on behalf of the City.

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

The foregoing Resolution was offered by Councilmember Cabrera, who moved its adoption. The motion was seconded by Ruiz and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez

Yes

Vice Mayor Peter Cabrera
Councilmember Michael DiPietro
Councilmember Sandra Ruiz
Councilmember Robert Van Name

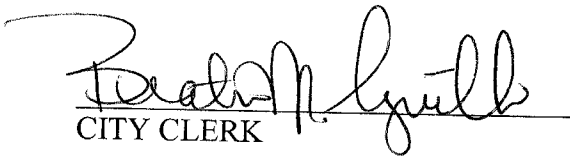
Yes
Yes
Yes
Yes

PASSED and ADOPTED this 3rd day of September, 2003.



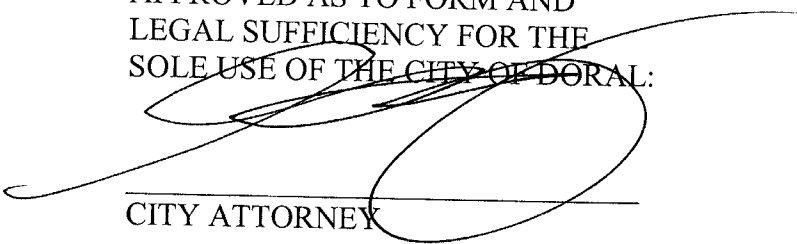
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL:



CITY ATTORNEY

AGREEMENT FOR INTERIM MANAGER SERVICES

THIS AGREEMENT is made this 3rd day of September, 2003, by and between RASCO GROUP, LLC (hereinafter "Rasco"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "Doral").

WHEREAS, City desires to engage and retain the services of Rasco to perform a full range of administrative services for an interim period of six months to implement the City government; and

WHEREAS, the Mayor appointed Joe I. Rasco on August 21, 2003 pursuant to Sections 3.02 and 8.09 of the City Charter; and

WHEREAS, the City Council authorized the Mayor to negotiate this contract under Resolution 03-02 which was unanimously approved by the City Council on August 21, 2003,

WHEREAS, Rasco represents that it has the capability to provide the services by and through its principal, Mr. Joe I. Rasco.

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

1. **Recitals.**

1.01 The above recitals are true and correct and incorporated into this resolution by this reference.

2. **Scope of Services.**

2.01 Rasco shall provide all city manager and administrative services necessary to implement municipal government for the City.

2.02 Rasco shall serve in the capacity of Interim City manager

2.03 Rasco shall work at the direction of the City Council, and shall work with the City Attorney, City Clerk and with any other persons as Rasco and the City may deem necessary and prudent, to accomplish the goal of implementing municipal government.

2.04 Rasco shall assist the City in implementing municipal government and will be acting in the capacity of Interim City Manager with all the power vested in that position by the Charter and the City Council, to act as an agent of the city in all matters that will be assigned to the Interim City Manager, to bind the city to any contract as directed by the City Council or to undertake any other administrative action necessary to implement the policies of the City Council. Rasco shall have the power to determine the amount of time necessary to fully perform under this contract. Rasco may provide services to other clients so long as Rasco fully performs under this contract and representation of other clients does not create a conflict of interest.

3. **Commencement Date and Term.**

3.01 Upon approval by the City Council and execution by the Mayor, the term shall commence effective August 21, 2003 and extend for a period of six months, unless the term is extended by mutual agreement of the parties.

4. **Compensation and Payment.**

4.01 The City shall pay Rasco the amount of \$12,000.00 per month during the term of this contract for the performance of work. Payment for any extended term shall be at the same rate. In the event that the contract or any extended term is terminated by either party, payment will continue for thirty days from the date of written notice of termination. Payment will be made on the first business day of each month.

4.02 The City may pay for additional work authorized by the City, acting through the City Council or its designee, if the additional work is authorized in writing before the work is performed. The amount of compensation for additional work shall be determined at the time it is authorized. The City upon a showing of good cause can waive this condition requiring prior written authorization for additional work.

4.03 Rasco acknowledges that the City currently does not have funds to make payment under this contract and that the City is seeking a payment by Miami-Dade County (the "County") of at least \$300,000.00 to fund initial operations. The obligation of the City to pay Rasco shall commence upon receipt of payment of sufficient funds from the County to pay the City's current obligations. Payment to Rasco shall be made upon receipt of funds from the County.

5. **Expenses.**

5.01 As permitted by state law, the City shall reimburse Rasco for the reasonable out-of-pocket and third-party expenses incurred while specifically engaged in carrying out the duties of providing interim services to the City.

5.02 Other expenses shall be reimbursed as overhead costs as follows:

5.02.a A monthly cell phone allowance of \$150.00.

5.02.b A monthly vehicle expense allowance of \$500.00.

6. Termination.

6.01 Either party may terminate this Agreement for convenience. Unless waived in writing by both parties, the terminating party shall provide written notice of termination at least 30 days prior to the effective date of termination.

7. Insurance.

7.01 Rasco will be covered for the term of this Agreement for the following insurance coverages:

7.01a Workers' compensation insurance in compliance with Chapter 440, Florida Statutes, as amended.

7.01b As an additional insured for automobile personal injury protection, property damage and personal injury coverage while on City business in the amounts contracted by the City with the Florida League of Cities, Inc.

7.01c Under the Directors and Officers Liability coverage afforded to elected officials and officers of the City in the amounts contracted by the City through the Florida League of Cities, Inc.

8. Indemnification.

8.01 To the extent not covered by Section 7 of this Agreement, the City shall defend, save harmless and indemnify Rasco against any tort, professional liability claim or demand or any and all other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in this Agreement. The City will litigate, compromise or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City, or its insurance carrier, will provide legal representation for Rasco, acceptable to Rasco, for any and all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of Rasco's affiliation with the City. The rule that an agreement shall be interpreted strictly against the party preparing it shall not apply herein due to the joint contributions of both parties. The provisions of this subsection 8.01 shall not apply to claims, actions, or demands arising out of negligent or intentional acts by Rasco.

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

9. Notices/Authorized Representatives.

9.01 Any notices required or permitted 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 private postal service, addressed to the parties at the following addresses:

For the City:

City of Doral
Attention: Juan Carlos Bermudez, Mayor
8300 NW 53 Street
Suite 300
Miami, FL 33166

With a copy to:

Weiss Serota Helfman Pastoriza Guedes Cole & Boniske, P.A., City Attorneys
Attention: Gilberto Pastoriza, Esq.
2665 South Bayshore Drive
Suite 420
Miami, FL 33133
Phone: (305) 854-0800
Facsimile: (305) 854-2323

For Rasco:

Joe I. Rasco
310 W. Heather Dr.
Key Biscayne, FL 33149

9.02 Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.

10. Governing Law.

10.01 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.

11. Entire Agreement/Modification/Amendment.

11.01 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.

11.02 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.

12. Nonassignability.

12.01 This Agreement shall not be assignable by Rasco.

13. Severability.

13.01 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.

14. Waiver.

14.01 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.

15. Days

15.01 All references to days throughout this Agreement shall refer to calendar days.

16. Prohibition Of Contingency Fees.


16.01 Rasco warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Rasco, 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 Rasco, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

16.02 Rasco warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this Agreement in violation of any of the provisions of the County conflict of interest and ethics ordinances.

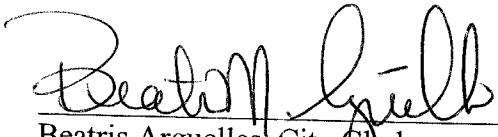
16.03 A violation of the paragraph shall result in the termination of the Agreement and forfeiture of funds paid, or to be paid, to Rasco.

IN WITNESS WHEREOF, Rasco and the City have caused this instrument to be signed by their respective duly authorized, all on the day and year first above written.

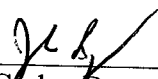
RASCO GROUP, LLC

By: 
Joe I. Rasco, Principal

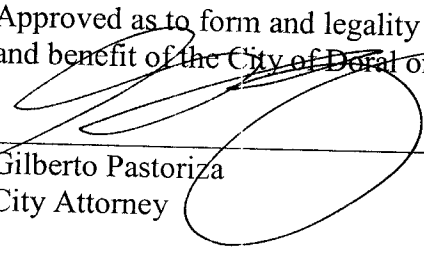
Attest:


Beatris Arguelles, City Clerk

CITY OF DORAL

By: 
Juan Carlos Bermudez, Mayor

Approved as to form and legality for the use
and benefit of the City of Doral only:


Gilberto Pastoriza
City Attorney