



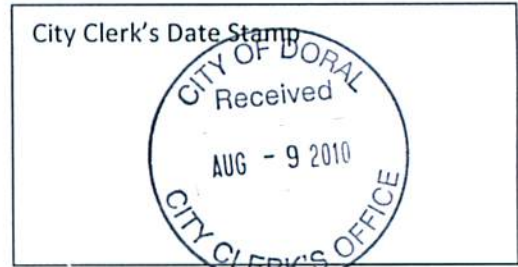
CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK
Page 1 of 1

Transmittal From: HR
Department

Delivered by: Jorleen Agviles
Name

Date of Transmittal: _____



The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|---|---|
| <input type="checkbox"/> Contract | <input type="checkbox"/> Vehicle Title |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Special Magistrate Order |
| <input type="checkbox"/> Lease | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Deed | _____ |
| <input type="checkbox"/> Bond Documentation | _____ |

Is this record (master) copy to be recorded with the County Clerk? Yes No

Description of Record Copy:

Professional Services Agreement with Levermore
Psychological Services for pre-employment non-sworn
psychological screening.

Office of the City Clerk Administrative Use Only

Received by: Barbara Herrera

Reviewed for completion by Barbara Herrera

Returned to originating Department for the following corrections on N/A
Date

Archived in the Office of the City Clerk on 8/9/10 (Date)

Copy provided in electronic format to originating Department on 8/9/10 (Date)



City of Doral
Professional Services Agreement

THIS CONTRACT made and entered into on the 1st day of August, 2010 by and between:

City of Doral
8300 NW 53rd Street, Suite 100
Doral, Florida 33166
(Hereinafter referred to as "the City")

AND

Monique A. Levermore, PhD
Levermore Psychological Services
Palmetto Bay Centre
15715 South Dixie Highway, Suite 404
Palmetto Bay, Florida 33157

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 1

1. THE CONTRACT DOCUMENTS

1.1 The Contract documents, attached hereto and made part hereto as Exhibit "A", consists of the Proposal dated July 8, 2010, 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 July 8, 2010.

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 time and materials associated with performing the work in accordance with Exhibit A - scope of services, and not exceed the price stipulated in the same.

ARTICLE 4

4. CONTRACT TIME

- 4.1 The work to be performed under this Contract is specified in the Notice to Proceed and, subject to authorized adjustments, shall be totally complete and ready for final payment within 365 days from the Notice to Proceed.

ARTICLE 5

5. INVOICING AND PAYMENT

- 5.1 The Consultant will issue an invoice once a month for the work, which has been completed, in the City Manager's sole discretion. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such invoice within 30 days. Records shall be secured for 7 years by the Consultant in accordance with applicable state law.
- 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, with the exception of PHI records as stipulated by federal HIPAA laws.

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 **Professional Liability:** The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.
- 7.3 **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 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 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: Yvonne Soler-McKinley
City Manager
City of Doral
8300 NW 53 Street, Suite 100
Doral, Florida 33185**

**With a copy to: Jimmy Morales, Esq.
City Attorney
City of Doral
8300 NW 53 Street, Suite 100
Doral, Florida 33185**

**Barbara Herrera
City Clerk
City of Doral
8300 NW 53 Street, Suite 100
Doral, Florida 33185**

**Consultant: Monique A. Levermore, PhD
Levermore Psychological Services
Palmetto Bay Centre
15715 South Dixie Hwy, Suite 404
Palmetto Bay, Florida 33157**

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:

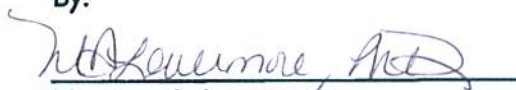
City:

Monique A. Levermore, PhD
Levermore Psychological Services
Palmetto Bay Centre
15715 South Dixie Hwy, Suite 404
Palmetto Bay, Florida 33157

City of Doral
8300 NW 53rd Street
Suite 100
Doral, FL 33166

By:

By:



Monique A. Levermore
Levermore Psy Svcs, P.A.
51-0418205
State Certified Minority
Leader



Yvonne Soler-McKinley
City Manager



Barbara Herrera
City Clerk



Jimmy Morales, Esq.
City Attorney

Attest: _____

Exhibit A - Scope of Services



Monique A. Levermore, Ph.D.

Licensed Psychologist PY0003628
Clinical and Consulting Specialty
Levermore Psychological Services
Palmetto Bay Centre
15715 S. Dixie Hwy
Suite 404

Palmetto Bay, FL 33157

P: 786-293-0922; F: 786-293-0923; E: dri@levermore.com

Ms. Jorlean Aguilas
Human Resources
City of Doral
July 8, 2010

Dear Ms. Aguilas,
Thank you for allowing Levermore Psychological Services the opportunity to present this proposal document to you. After assessing your areas of interest and your concerns about remaining within acceptable guidelines, and federal laws with regard to personnel selection; and a detailed review provided by your attorney - the following packet is proposed.

Two screening packets will be utilized in order to provide you with sufficient information in order to finalize new hire decisions:

Level I - General Personnel

Three tests:

1. **Workplace Personality Inventory** to assess: achievement/effort, persistence, initiative, leadership orientation, cooperation, concern for others, social orientation, self control, stress tolerance, adaptability/flexibility, dependability, attention to detail, integrity/rule following, independence, innovation and analytical thinking
2. **Interview**
3. **Review of the Doral Prospective Employee Questionnaire**

Fee: \$120.00 - administration, scoring, interpretation and write-up

Level II - Executive Personnel

1. **Workplace Personality Inventory** (see above)
2. **Watson-Glaser II Critical Thinking Appraisal** - measuring thinking, reasoning, intelligence, predicting judgment, problem solving, creativity, critical thinking
3. **Interview**
4. **Review of the Doral Prospective Employee Questionnaire**

Fee: \$175.00 - administration, scoring, interpretation and write-up

Thank you for considering Levermore Psychological Services for your screening needs. Please let us know how you would like to proceed.

Monique A. Levermore, Ph.D.

Monique A. Levermore, Ph.D., FACPEI
Licensed Psychologist
Levermore Psychological Services, P.A.

Consultations

Psychological Testing

Seminars

Psychological Screening