

RESOLUTION NO. 14-181

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE MASTER PROFESSIONAL SERVICES AGREEMENT WITH THE ZIMMERMAN AGENCY FOR THE PROVISION OF MARKETING AND BRANDING SERVICES; APPROVING WORK ORDER #1 FOR THE PROVISION OF STRATEGIC BRAND PLANNING SERVICES FOR A SIXTY (60) DAY PERIOD IN AN AMOUNT NOT TO EXCEED \$25,000.00 AND PUBLIC RELATIONS SERVICES FOR AN ONE HUNDRED EIGHTY (180) DAYS IN AN AMOUNT NOT TO EXCEED \$45,000.00; AUTHORIZING THE MANAGER TO EXECUTE THE AGREEMENT AND WORK ORDER #1; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Request for Qualifications RFQ #2014 for Branding and Marketing Services; and

WHEREAS, after thorough evaluation by staff and the City Council, the City Council determined that the Zimmerman Agency, LLC ("Zimmerman") was the most qualified responded; and

WHEREAS, the City Council authorized the City Manager to negotiate an agreement with Zimmerman, as well as a work order for the provision of initial services, including strategic brand planning and supplemental public relations services; and

WHEREAS, the City Manager negotiated the Master Professional Services Agreement, in substantially the form attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference (the "Master Agreement"), framing the full spectrum of services that Zimmerman may provide the City via separate work order; and

WHEREAS, the City Manager negotiated the Work Order #1 for the provision of strategic brand planning services for a sixty (60) day period in an amount not to exceed

\$25,000.00 and public relations services for a one hundred eighty (180) day period in an amount not to exceed \$45,000.00, in substantially the form attached hereto as Exhibit “B”, which is incorporated herein and made a part hereof by this reference (“Work Order #1”); and

WHEREAS, the City Manager has recommended approval of the Master Agreement and Work Order #1.

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 confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Professional Master Services Agreement with the Zimmerman Agency, in substantially the form attached hereto as Exhibit “A”, is hereby approved. The Work Order #1 for the provision of strategic brand planning and public relations services, in substantially the form attached hereto as Exhibit “B”, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to execute the Master Agreement and Work Order #1 and such other contractual documents as may be needed to accomplish the retaining of Zimmerman and the authorizing of initial strategic brand planning and supplemental public relations services.

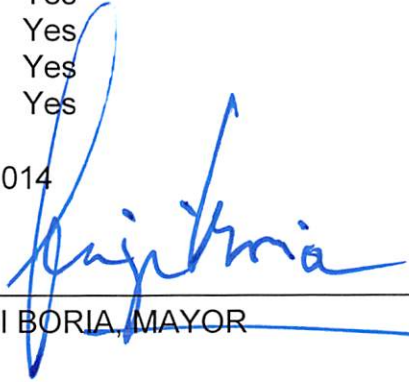
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such other action as is necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED and ADOPTED this 12th day of November, 2014




LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



WEISS, SEROTA, HELFMAN, PASTORIZA
COLE AND BONISKE CITY ATTORNEY

EXHIBIT “A”



Engaging A Purpose-Built Approach to
Marketing Communications.

October 29 2014

FOUNDATION

- Following several adjustments to the proposed services, the following represents the proposed scope-of-services, and compensation for strategic planning, and specific services to supplement the marketing communications efforts of the City of Doral.
- During the first 60 days of service, the client and agency will focus on brand development and strategic planning. The strategic plan will dictate the final scope of services required to effectively position and promote the City of Doral to select target audiences.
- Based on the request of the City Council, as communicated by the Attorney representing the City, the agency will provide the proposal for services on a specific assignment basis with exception of those services that must be engaged on an ongoing basis, i.e., supplemental public relations.
- Due to the potential opportunities presented by the Miss Universe pageant, this proposal outlines the recommended public relations scope-of-services and ongoing engagement of services to supplement internal staff.
- This proposal is based on the following potential needs:
 - As a by-product of the strategic planning process, the agency may recommend additional engagement, including, but not limited to:
 - ▶ Strategic oversight/management
 - ▶ Supplemental public relations
 - ▶ Creative services
 - ▶ Media planning/placement
 - ▶ Social media
 - ▶ Analytics/measurement
 - ▶ Digital development
 - ▶ Digital optimization
 - ▶ Paid search
 - This proposal also addresses agency-related costs for supplemental public relations, and does not include the actual costs for implementing the public relations outreach program. The agency will develop a budget for implementation that includes, but is not limited to:
 - ▶ Media relations outside of public affairs
 - ▶ Publicity monitoring
 - ▶ Co-branding
 - ▶ Media package development
 - ▶ Meetings travel
- This proposal recognizes the City Council's desire to approve assignments on a project basis, with the exception of those services required to be executed on an ongoing basis.
- The agency will assign a team of experienced marketing and communications professionals to guide and steward the process, and to establish a strategic approach to marketing and communications.
- The Agency proposes an November 1, 2014 start date.

SCOPE-OF-SERVICES

- This outline includes the potential scope-of-services to facilitate an integrated marketing program. The final scope will be based on the Strategic Plan to be developed during the first 45-60 days of the relationship. Any adjustments will be reflected in the final cost proposal, and included as an attachment to the subsequent agreement between the parties.
- Account Management/Strategic Counsel:
 - The agency will assign an experienced team of marketing communications professionals to manage/steward the planning process as well as ongoing strategic efforts, day-to-day account management and ongoing client communications related to brand development for the City.
 - Ongoing coordination and client/agency communications
 - Management of integration between marcom disciplines
 - Management of the logistics associated with assignments
 - Day-to-day management of estimates/plans/approvals
 - Project management for online/offline assignments
 - Accountability for budget/budget recommendations
- Supplemental Public Relations
 - The agency will execute a supplemental public relations program to fully activate the key strategies for the City, and to further heighten awareness and drive consideration among all target audiences. The scope of services related specifically to public relations will include:
 - Public relations strategic planning
 - Day-to-day account supervision
 - Day-to-day account management
 - Out-of-market news bureau activity
 - Promotions planning
 - PR/event planning
 - Media missions/desk-sides
 - Media FAM execution
 - Crisis PR planning/counsel
 - Coordination with brands
 - Coordination with partners
 - Media events/blogger dinners
 - PR asset management
 - Integrated marketing synergy
 - Z-INK
 - Monthly status reports

AVAILABLE SCOPE-OF-SERVICES

- In addition to strategic planning, and supplemental public relations, the City of Doral may engage The Zimmerman Agency for additional services on either a project basis, or through an additional work order outlining said services. Services may include, but are not limited to to:
 - Creative Services/Brand Identity
 - The agency will develop creative messaging/media arts to support internal and external audience communications including, but not limited to brand development, messaging, and other forms of communications. The creation, development, and execution of creative/media arts will require the following scope-of-services:
 - Creative supervision
 - Art direction
 - Copywriting
 - Offline design
 - Online design
 - Studio services
 - Print production management
 - Digital production management
 - Integration with digital/social
 - Project/traffic management
 - Estimating
 - Digital asset management
 - Digital Services
 - The agency will incorporate and coordinate the use of digital communications including, but not limited to web-related activities for the City and its associated entities. The scope-of-services necessary to facilitate the effective use of online resources include:
 - Digital strategy
 - Digital optimization management
 - Digital project management
 - Website architecture/development
 - Wireframe development
 - Digital design/programming
 - Search engine optimization
 - Search engine marketing
 - Digital promotions
 - email marketing
 - App development
 - Mobile digital development
 - Microsite management
 - Site integration
 - Analytics and reporting
 - Digital asset management
 - Social Media Activation
 - The agency will incorporate and recommend strategies for the use of social media channels for the City. The final scope will address a) strategic management and b) complete activation of social media. Scope would include:
 - Social media account management
 - Social media content development
 - Social media content updates
 - Social community management
 - Social media promotion development
 - Coordination of blogger outreach
 - Monitoring/moderation
 - Social media crisis management
 - Monthly content calendar reviews
 - Search engine optimization
 - The agency will develop plans and recommendations in collaboration with the client's team to provide strategic direction and activation of SEO and SEM with the intention of impacting awareness, response, and development of strategic opportunities.
 - Comprehensive site audit
 - Keyword analysis/selection
 - Competitive audit
 - Manage meta/alt tags
 - Content optimization
 - Link building
 - On page optimization
 - XML site map
 - Optimized article submission
 - Social bookmarking
 - Blog commenting
 - Analytics

SCOPE-OF-SERVICES

- The following continues to address the potential scope-of-services for ongoing integrated marketing communications.
 - Paid search
 - The agency will develop paid search plans and recommendations in collaboration with the client's team with the intention of impacting awareness, response, and development of strategic opportunities.
 - Target modeling
 - Paid search strategy
 - Ads management
 - Copy testing
 - Landing page optimization
 - Re-marketing
 - Bid management and reporting
 - Detailed cross-channel reporting
 - Campaign performance analysis
 - Media
 - The media teams at The Zimmerman Agency will provide added leverage for PR promotions, digital and social media added-value, and other efficiencies for the City. Media will require the following scope-of-services:
 - Audit of competitive set media efforts
 - Target audience development
 - Media planning/placement offline
 - Media planning/placement online
 - Coordination/traffic of creative assets
 - Audit/reconciliation of media plans
 - Integration with each discipline
 - Coordination/integration with analytic programs
 - Integration with individual destination DMO



**PROFESSIONAL MASTER SERVICES AGREEMENT
FOR
MARKETING AND BRANDING SERVICES**

THIS PROFESSIONAL MASTER SERVICES AGREEMENT for marketing and branding services (the “Agreement”) is made and entered into on this 1st day of November, 2014 by and between the **City of Doral** (the “City”) and **The Zimmerman Agency** (the “Consultant”). The City and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the City issued Request for Qualifications #2014-22, Branding & Marketing Services (the “RFQ”) for the purposes of soliciting and contracting with persons and/or firms to provide the City with strategic planning methodology and disciplined process that will help the City integrate a creative expression in its comprehensive communications program; and

WHEREAS, following the close of the submittal period, the Mayor and City Council heard presentation from qualified firms, of which Consultant was one; and

WHEREAS, Consultant was ranked the highest of presenting firms and the Council directed the administration to negotiate a professional services agreement with Consultant; and

WHEREAS, after thorough negotiation, the City desires to retain the Consultant, and the Consultant desires to be retained by the City, to provide the marketing and branding services generally identified herein and further described by specific worker, pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions expressed herein, and other good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties do mutually agree as follows:

1. Scope of Services/Deliverables.

- 1.1 Upon direction by the City Council and/or the City Manager by separate work order, which shall contain specific duties and compensation, Consultant agrees to furnish professional marketing and public relations services for the City (the “Work”), as set forth in the “Scope of Services” found in Exhibit “A”, which is attached to this Agreement and incorporated herein and made a part hereof by this reference.
- 1.2 The Parties acknowledge that the Scope of Services represents the full spectrum of tasks and services that the Consultant may provide to the City and that Consultant shall not be required to perform any such tasks and services unless and until such time as the Parties agree to specific details of those services, including,

but not limited to, specific compensation, and reduce same to a written work order, which shall serve as an addendum to, and operate pursuant to, this Agreement.

- 1.3 The Parties further acknowledge that the City may, in writing, request the addition of other tasks to the Scope of Work, which shall not be an obligation of the Consultant unless and until performance of the additional tasks are confirmed and accepted in a writing from Consultant to the City.
- 1.4 All campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the "Work Product") produced by consultant shall be the property of the City provided that such work is accepted within twelve (12) months of being produced and that the City pays all fees and costs associated with creating the Work Product. Work Product that does not meet the foregoing conditions shall remain the property of the Consultant.

Notwithstanding the foregoing, it is understood that the Consultant may, from time to time, license materials from third parties for inclusion in the Work Product. In these circumstances, it shall be the responsibility of the Consultant to obtain the appropriate license necessary for the City to make use of the Work Product in the manner it so desires, but it is understood that ownership of such licensed materials remains with the respective licensor. Consultant shall advise the City of any limitations in the use of such work. All purchases of media, production costs, and engagement of talent, if any, shall be subject to the City's prior approval. City reserves the right to cancel any such authorization; thereafter the Consultant shall take all appropriate steps to effectuate such cancellation. It shall be the responsibility of Consultant to advise the City of the cost of any media that may be needed to be purchased and to provide the City with a quote to be approved in the corresponding work order. In such circumstances, the Consultant shall be required to pay for such media from the compensation paid by the City under the corresponding work order. Where the City has requested the completion of work outside of a work order, then the City shall be required to pay for any such purchased media, provided that the City had given its prior approval.

- 1.5 Consultant agrees that the City shall have the right to approve any and all material or content created or developed by the Consultant on behalf of the City before same is published or distributed in any fashion. Once Work Product is tendered to the City, the City shall have the right to modify such work product in the manner it deems appropriate.

2. **Term/Commencement Date.**

- 2.1 Upon execution by the Parties, the effective date of this Agreement shall be November 1, 2014 and shall remain in effect for one (1) year, unless earlier terminated in accordance with Paragraph 8. In the event that the City has issued a work order, the specific terms of which extend the initial term of this Agreement and/or the completion of which contemplates or requires a due date beyond

termination date, this Agreement shall be automatically extended for an additional period of one (1) year. Absent such a work order, the City may request an extension of this Agreement by providing notice to Consultant prior to, or upon completion of, the then current term. Unless subsequently modified, the relationship between the Parties during additional terms shall be governed by the same terms and conditions included within this Agreement. The Parties must agree to any extension of this Agreement, and nothing herein shall be construed to create an option for either party.

2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable in the Scope of Work within the timeframes set forth in work orders assigned by the Manager, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

3.1.1 Consultant shall be entitled to, and the City Agrees to pay, that compensation agreed upon by the Parties in specific work orders. All costs associated with the Work, which the Consultant intends to charge the City, shall be included and identified in each work order. Out of pocket expenses shall be billed at the net cost and supported through standard accounting, including, but not limited to, receipts, invoices, and other documentation. Out of pocket expenses may include, without limitation, travel, rental cars, gas/mileage, and shipping. The inclusion of any such costs may be negotiated for any given work order.

3.1.2 For any work requested of the Consultant outside the scope of any specific work order, the Consultant shall charge the City, and the City shall pay the consultant, in accordance with Consultant's Standard Rate Card, which is attached hereto and made a part hereof as Exhibit "B". Prior to commencing any work that may be outside any work order and charged pursuant to the Standard Rate Card, the Consultant shall give the City an estimate of the anticipated costs of the requested services and seek the approval of the City.

3.1.3 Contractor shall issue an invoice once a month for the work performed in that month, which, upon review and acceptance by the City Manager, shall be paid in accordance with the Florida Prompt Payment Act. The Contractor's invoice shall show a complete breakdown of the tasks completed, the time spent on each task, the amount due, and other supporting documentation as may be required by the Contract documents for approval.

3.1.4 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. **Sub-Consultants**

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

4.2 Any subcontractors used to complete the Work must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 The City shall furnish to Consultant, at the Consultant's written request, all available plans, existing studies, reports and other data in the City's possession that may be pertinent to the services to be provided by Consultant

5.2 The City shall also arrange for access to and make all provisions for Consultant to enter upon City Hall and such other City property as may be required by Consultant to perform the Work. Consultant shall make any such requests for access to the City Manager in writing.

6. **Consultant's Responsibilities.**

6.1 Consultant shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a marketing and public relations consultant under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Work, it is determined that Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Work, upon written notification from the City Manager, Consultant shall immediately correct the work, at Consultant's sole expense. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub-contractor(s) under this agreement.

7. **Conflict of Interest.**

7.1 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.

8. **Termination.**

8.1 The City without cause may terminate this Agreement upon sixty (60) days written notice to the Consultant, or immediately with cause. Cause shall be defined as: a breach of this Agreement, which Consultant fails to cure within fifteen (15) days after receiving notice from the City; any violation of law that occurs during or in the course of Consultant's performance of the Work; intentional breach any of the City's policies; any willful failure to substantially perform the work in accordance with City directives; and any intentional,

reckless, and/or negligent act which in the opinion of the City Manager and/or City Council is deemed to be demonstrably and materially injurious to the City, monetarily or otherwise.

- 8.2 Upon receipt of the City's written notice of termination, Consultant shall continue and complete any and all work assigned through the date of termination. Upon the desired date of termination, Consultant shall stop all work and provide the City with all work product in whatever stage of completion then available. The Consultant 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.
- 8.3 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, provided that the Consultant has first complied with the provisions of Paragraph 8.2.
- 8.5 If the Consultant wishes to terminate this Agreement prior to the end of the initial term or subsequent term, they must provide the City with ninety (90) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Consultant being unable to do business with the City in the future.

9. **Insurance.**

- 9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C". 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.
- 9.2 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.

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, 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.

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 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 Agreements 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.

City agrees to indemnify and hold Consultant harmless with respect to any claims or actions by third parties against Consultant that may arise on account of materials and information furnished by the City and relied upon by the Consultant in the provision of the Work and Work Product.

12.2 The provisions of this section shall survive termination of this Agreement. 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 acknowledged by the Parties.

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 City: Edward A. Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman Cole Bierman & Popok, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Consultant: Curtis Zimmerman
The Zimmerman Agency, LLC
6600 North Andrews Avenue
Fort Lauderdale, FL 33309

14. **Governing Law.**

14.1 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.

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

15.1 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.

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 services to the City under this Agreement shall be the property of the City.

16.2 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.

16.3 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.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved 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.

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 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.

20. **Representations and Warranties of Consultant.**

20.1 Consultant hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

20.1.1 Consultant, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 The execution, delivery and performance of this Agreement by Consultant has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Consultant in accordance with its terms; and

20.1.3 Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

21. **Compliance with Laws.**

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

22. **Non-collusion.**

22.1 Consultant certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Consultant further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 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.

25. **Survival of Provisions**

25.1 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.

26. **Prohibition of Contingency Fees.**

26.1 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.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Consultant hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 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.

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.

Attest:

CITY OF DORAL

Barbara Herrera, City Clerk

By: _____
Edward Rojas, City Manager

Date: _____

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

Daniel A. Espino, Esq.
Weiss Serota Helfman Cole Bierman & Popok, PL
City Attorney

THE ZIMMERMAN AGENCY, LLC

By: _____
Curtis Zimmerman, President

Date: _____

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT "B"

STANDARD RATE CARD

EXHIBIT “C”

REQUIRED INSURANCE COVERAGE

ENGAGING THE AGENCY

- Engagement
 - During the first 45-60 days of the relationship, the agency will charge the client a project fee for **strategic planning**.
 - The specific services related to strategy planning and brand development include, but may not be limited to:
 - ▶ Management and moderation of strategic planning sessions with the City Council and other identified participants.
 - ▶ Development of a written strategic plan, based on the input gathered from participants, and the expertise of the agency.
 - ▶ Recommendation and management of any primary or secondary research required for the development of the plan.
 - ▶ Brand immersion by key personnel of the agency to gain greater insight into the City of Doral brand.
 - ▶ Evaluation and development of brand strategies, written communications/direction, and other messaging related to the City of Doral brand.
 - ▶ Presentations to the City Council and other designated bodies to gain input and/or approval of all recommendations.
 - Costs for strategic planning and brand development are specific to agency manpower. Any costs for production and development will be estimated by the agency and approved by the client in advance.
 - Final scope-of-services for future projects will be based on the strategic plan, and the measurable goals and objectives outlined in plan.
 - The agency will present an estimate in advance for each recommended service/scope to be approved by the City Manager in advance.
 - Due to the potential of the Miss Universe Pageant, and the need to engage supplemental public relations services, the agency has included the proposed cost and ongoing scope-of-services related to supplemental public relations and execution to begin on November 1, 2014.
 - Public relations services will include, but not be limited to:
 - ▶ Public relations strategic planning
 - ▶ Promotions planning
 - ▶ Crisis PR planning
 - ▶ Day-to-day account supervision
 - ▶ PR/event planning
 - ▶ Coordination with brands
 - ▶ Day-to-day account management
 - ▶ Media missions/desk sides
 - ▶ Coordination with partners
 - ▶ News bureau activity
 - ▶ Media FAM execution
 - ▶ Media events/blogger dinners
 - ▶ PR asset management
 - ▶ Integrated marketing synergy
 - ▶ Z-INK
 - ▶ Monthly status reports
- Compensation
 - Strategic Planning and Brand Development
 - ▶ \$25,000 for a period estimated to be 60 days, to be billed in two invoices of \$12,500 per month.
 - Supplemental Public Relations
 - ▶ \$7,500 per month
 - ▶ The initial engagement for public relations shall be 6 months. Based on the engagement, the client and agency may mutually agree to extend the relationship to an annual agreement.
 - Other
 - ▶ Should the client require additional services, the agency will provide an estimate for such services in advance.

ENGAGING THE AGENCY

- Engagement
 - During the first 45-60 days of the relationship, the agency will charge the client a project fee for **strategic planning**.
 - The specific services related to strategy planning and brand development include, but may not be limited to:
 - ▶ Management and moderation of strategic planning sessions with the City Council and other identified participants.
 - ▶ Development of a written strategic plan, based on the input gathered from participants, and the expertise of the agency.
 - ▶ Recommendation and management of any primary or secondary research required for the development of the plan.
 - ▶ Brand immersion by key personnel of the agency to gain greater insight into the City of Doral brand.
 - ▶ Evaluation and development of brand strategies, written communications/direction, and other messaging related to the City of Doral brand.
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STANDARD RATE CARD

- The client and agency will work together to determine the a method of compensation that meets the needs of both parties. Below is the current published rate card for services.

ACCOUNT MANAGEMENT

	<u>Rate</u>	<u>Description</u>
Principal Supervisor	\$250.00	per hour
Director of Client Service	\$225.00	per hour
Account Director	\$200.00	per hour
Account Supervisor	\$175.00	per hour
Senior Account Manager	\$150.00	per hour
Account Manager	\$125.00	per hour
Account Coordinator	\$ 75.00	per hour
Administrative	N/C	per hour

ACCOUNT PLANNING

	<u>Rate</u>	<u>Description</u>
Strategy Director	\$200.00	per hour
Digital Strategist	\$175.00	per hour
Planner	\$125.00	per hour
Administrative	N/C	per hour

CONTENT DISTRIBUTION

	<u>Rate</u>	<u>Description</u>
Media Director	\$200.00	per hour
Media Planner	\$175.00	per hour
Media Buyer	\$150.00	per hour
Digital Strategist	\$175.00	per hour
Media Coordinator	\$ 75.00	per hour

SOCIAL MEDIA

	<u>Rate</u>	<u>Description</u>
Digital Strategy	\$175.00	per hour
Community Manager	\$125.00	per hour
Content Development	\$135.00	per hour
Search and Respond	\$ 50.00	per hour
Digital Analyst	\$125.00	per hour

MEDIA ARTS/CREATIVE

	<u>Rate</u>	<u>Description</u>
Executive Creative Director	\$225.00	per hour
Associate Creative Director	\$200.00	per hour
Senior Art Director	\$175.00	per hour
Senior Copywriter	\$175.00	per hour
Art Director	\$150.00	per hour
Copywriter	\$150.00	per hour
Designer	\$150.00	per hour
Jr. Designer	\$125.00	per hour
Studio Tech	\$100.00	per hour
Proofreader	\$ 50.00	per hour

PRODUCTION MANAGEMENT

	<u>Rate</u>	<u>Description</u>
Senior Broadcast Producer	\$175.00	per hour
Broadcast Producer	\$150.00	per hour
Assistant Broadcast Producer	\$100.00	per hour
Broadcast Traffic Manager	\$125.00	per hour
Senior Digital Producer	\$150.00	per hour
Digital Producer	\$125.00	per hour
Integrated Project Manager	\$125.00	per hour
Studio Producer	\$100.00	per hour

DATA ANALYTICS

	<u>Rate</u>	<u>Description</u>
Digital Strategy	\$175.00	per hour
Data Analyst	\$125.00	per hour

STANDARD RATE CARD

- Agency and Client will work together to determine the appropriate fixed fee for the core team. Agency has a standard rate card it uses for production and studio services.

DIGITAL STUDIO

	<u>Rate</u>	<u>Description</u>
Tech Lead	\$175.00	per hour
Senior Programmer	\$150.00	per hour
System Admin	\$150.00	per hour
Programmer (HTML5)	\$150.00	per hour
Programmer (HTML)	\$125.00	per hour
Flash Lead	\$175.00	per hour
Flash Action Scripter	\$160.00	per hour
Flash Designer	\$140.00	per hour
3D Modeling	\$200.00	per hour
After Effects	\$150.00	per hour
Graphics - Photoshop	\$125.00	per hour
Quality Assurance - Lead	\$125.00	per hour
Quality Assurance	\$100.00	per hour

INTERNAL VIDEO PRODUCTION SERVICES

	<u>Rate</u>	<u>Description</u>
Videographer	\$200.00	per hour
Internal editing/post	\$175.00	per hour
Video back-up/archive/transfer	\$200.00	per hour
Processing/digital photo editing	\$150.00	per hour

ART STUDIO CHARGES

Archive:

FPO art and file retrieval \$10.00 each

Print:

Any size BW laser prints \$ 1.00 each

Any size Color Plate Copies \$ 1.50 each

8.5 x 11 Color lasers \$ 2.50 each

11 x 17 Color lasters \$ 3.00 each

18 x 24 \$25.00 each

24 x 36 \$50.00 each

30 x 40 \$60.00 each

36 x 48 \$80.00 each

36 x other cost/lineal foot \$20.00 each

Mount:

Black board/cardstock centered 15 x 20 \$ 5.00 each

Black board/cardstock centered 20 x 30 \$10.00 each

Black board centered 30 x 40 \$20.00 each

White foam core trim flush 15 x 20 \$10.00 each

White foam core trim flush 20 x 30 \$15.00 each

White foam core trim flush 30 x 40 \$20.00 each

Digital Art:

Scan Lo-res \$20.00 each

Convert format Lo-res \$10.00 each

Studio Artist:

\$100.00 per hour