

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
BusinessFlare, LLC
FOR
Phase 2 Economic Development Services**

THIS AGREEMENT is made between **BusinessFlare, LLC.**, an active, for-profit Florida corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee to IMPLEMENT REVITALIZATION AND MARKET POSITIONING STRATEGIES FOR THE ADAPTIVE REUSE AREA THAT ARE IDENTIFIED IN THE POST-COVID ECONOMIC DEVELOPMENT STRATEGY, IMPLEMENT REVITALIZATION AND MARKET POSITIONING STRATEGIES FOR THE DORAL DÉCOR DISTRICT TO IDENTIFY OPPORTUNITIES TO IMPROVE THE COMPETITIVENESS OF DISTRICT BUSINESSES AND ENHANCE THE AREA’S PHYSICAL CHARACTER, PROVIDE REDEVELOPMENT AND ECONOMIC DEVELOPMENT CONSULTING SERVICES TO THE CITY FOR ADDITIONAL OPPORTUNITY SITES AND EFFORTS THAT ARE IDENTIFIED BY THE CLIENT, ANALYZE THE CITY’S INDUSTRIAL AREAS WITHIN THE CONTEXT OF CURRENT PROJECTED MARKET DEMAND, AND OTHER SUGGESTED MODIFICATIONS (the “Project”); and

WHEREAS, the Project would commence upon approval of the agreement at the February 10, 2021 City Council Meeting and the Project would be completed within 120 days with a presentation before the Mayor and City Council-members at a monthly City Council meeting; and

WHEREAS, Section 2-321 of the City of Doral Code of Ordinances authorizes the wavier of the City’s competitive bidding process, upon the recommendation of the City Manager that is in the City’s best interest to do so due to the nature of the good and/or services; and

WHEREAS, the City Council approved staff’s recommendation during its February 10, 2021 Regular Council Meeting via Resolution No. 21-38 and authorized the City Manager to enter into an agreement on behalf of the City with BusinessFlare, LLC.

WHEREAS, the Provider and City, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services.

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

1. Scope of Services/Deliverables.

- 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as **Exhibit “A”**, which is incorporated herein and made a part hereof by this reference.
- 1.2 The “Scope of Services” includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

2.1 This Agreement shall become effective upon execution unless earlier terminated in accordance with Paragraph 8.

2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Provider shall be compensated in the following manner:

- Upon execution of this agreement, the City will be invoiced a first invoice of \$4,500, as provided in the Scope of Services. The Fee for this engagement shall be \$27,000 for the period from February 10, 2021 through August 9, 2021, to be invoiced to the City in six (6) monthly installments of \$4,500 at the beginning of each month.
- For Task 1 of the Scope of Service, an amount of \$10,000 regardless of the number of hours or length of time necessary for Contractor to complete the Scope of Services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.
- For Task 2 of the Scope of Service, an amount of \$2,000 regardless of the number of hours or length of time necessary for Contractor to complete the Scope of Services. Contractor shall not be entitled to any additional payment for any fees or expenses incurred in completion of the Scope of Services. Upon completion of the work, and presentation of report to the Mayor and the City Council, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.
- For Task 3 of the Scope of Service, an amount of \$8,000 regardless of the number of hours or length of time necessary for Contractor to complete the Scope of Services. Contractor shall not be entitled to any additional payment for any fees or expenses incurred in completion of the Scope of Services. Upon completion of the work, and presentation of report to the Mayor and the City Council, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

- For Task 4 of the Scope of Service, an amount of \$7,000 regardless of the number of hours or length of time necessary for Contractor to complete the Scope of Services. Contractor shall not be entitled to any additional payment for any fees or expenses incurred in completion of the Scope of Services. Upon completion of the work, and presentation of report to the Mayor and the City Council, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay 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-providers.**

4.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Service.

4.2 Any sub-providers used on the Service must have the prior written approval of the City Manager or his designee.

5. **Provider's Responsibilities.**

5.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service as is ordinarily provided by the provider under similar circumstances. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

6. **Conflict of Interest.**

6.1 To avoid any conflict of interest or any appearance thereof, Provider 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.

7. **Termination.**

7.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause, with cause. Cause

for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the City of such breach; a failure on the part of Provider to adhere to the City's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Provider that constitutes a violation of Federal, State, County, or City Law.

- 7.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the project.
- 7.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 7.4.
- 7.4 The Provider shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 7.5 If the Provider wishes to terminate this Agreement, it must provide the City with sixty (60) days written notice. Failure to provide the City with such days written notice may result in the Provider being unable to do business with the City in the future.

8. **Insurance.**

- 8.1 The Provider shall secure and maintain insurance throughout the duration of this Agreement professional liability, medical and/or commercial insurance of such type and in such amounts as required by Exhibit "B". 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.
- 8.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

9. **Nondiscrimination.**

- 9.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

10. **Attorneys' Fees and Waiver of Jury Trial.**

- 10.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. **Indemnification.**

- 11.1 Provider 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 Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider 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 Provider'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.
- 11.2 The provisions of this section shall survive termination of this Agreement.
- 11.3 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 knowingly acknowledged by the Provider.

12. **Notices/Authorized Representatives.**

- 12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.

City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

For the Provider: Kevin S. Crowder, CEcD
Owner
BusinessFlare Economic Development Solutions
1175 NE 125th Street, Suite 601
North Miami, FL 33161

13. **Governing Law.**

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

14. **Entire Agreement/Modification/Amendment.**

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

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

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

15.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

15.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16. **Nonassignability.**

16.1 This Agreement shall not be assignable by Provider. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

17. **Severability.**

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

18. **Independent Contractor.**

18.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors 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.

18.2 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

19. **Compliance with Laws.**

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

20. **Waiver**

20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the 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.

21. **Survival of Provisions**

21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. **Prohibition of Contingency Fees.**

22.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, 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 Provider, any fee, commission, percentage, gift, or any

other consideration, contingent upon or resulting from the award or making of this Agreement.

23. **Counterparts**

23.1 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.

24. **Interpretation.**

24.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

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

25. **Discretion of City Manager.**

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

26. **Third Party Beneficiary**

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

27. **No Estoppel**

27.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

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 Provider by and through its Owner, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz
City Clerk

CITY OF DORAL

By: 

Albert P. Childress
City Manager

Date: March 5, 2021

Approved As To Form and Legal Sufficiency for the Use

And Reliance of the City of Doral Only:

APPROVED

By Luis Figueredo, ESQ at 3:01 pm, Mar 04, 2021

Luis Figueredo, ESQ.

PROVIDER

By: Kevin Crowder

Its: Owner

Date: 3/3/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE (A/C No. Ext): (800) 688-1984 FAX (A/C, No): 877-826-9067 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Businessflare 8930 NE 8th Ave Unit 906, Miami Shores, FL, 33138	INSURER A: ACE Fire Underwriters Insurance Company 20702	
	INSURER B: Twin City Fire Insurance Company 29459	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Yes		46SBMAC7111	3/7/2021	3/7/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors and Omissions)			EONFL147361412	3/7/2021	3/7/2022	Occurrence/Aggregate \$1,000,000 / \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Additional Insured as their interests may appear in regards to General Liability

CERTIFICATE HOLDER City of Doral, Florida 8401 NW 53rd Terrace, Doral, FL 33166	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

RESOLUTION No. 21-38

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT WITH BUSINESS FLARE ECONOMIC DEVELOPMENT CONSULTANT TO CONDUCT PHASE 2 OF AN ANALYSIS OF CURRENT ECONOMIC DEVELOPMENT PROGRAMS, AND FURTHER ADVISE ON IMPLEMENTATION STRATEGIES TO RESTART THE ECONOMY POST COVID-19; IN AN AMOUNT NOT TO EXCEED \$27,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On March 6th and 7th, 2020, the City of Doral Mayor and Council and City Administration participated in Strategic Planning sessions to discuss priorities and implementation of the city's strategic goals. Among the strategic priorities identified were 'Growth and Redevelopment', 'Growing the Tax and Revenue Base', and 'Preservation of the Industrial Jobs Base' of the city, which keeps the overall taxable rate one of the lowest in the county; and

WHEREAS, On March 6th and 7th, 2020, the City of Doral Mayor and Council and City Administration participated in Strategic Planning sessions to discuss priorities and implementation of the city's strategic goals. Among the strategic priorities identified were 'Growth and Redevelopment' and 'Growing the Tax and Revenue Base'; and

WHEREAS, On March 12, Miami-Dade County and the City of Doral implemented a State of Emergency order to contain the spread off the Coronavirus, immediately shutting down all major events, implementing social distancing regulations, closing non-essential businesses and limiting many business uses in the city; and

WHEREAS, the economic impact was immediate, with restaurants, hotels and retail establishments discontinuing or severely reducing their operations within the city; and

WHEREAS, On May 13, 2020, the Mayor and City Council approved Resolution No. 20-86, authorizing an emergency agreement with Business Flare to conduct the first phase of an analysis of Economic Development programs and advise on implementation strategies to mitigate the effects of COVID-19 and help restart the local economy post-Coronavirus; and

WHEREAS, Business Flare presented the results of its Phase 1 analysis at the City Council meeting on January 13, 2021; and

WHEREAS, the city seeks to engage Business Flare in Phase 2, including the implementation of post-COVID economic development and redevelopment strategies within the City of Doral as specified in "Exhibit A," and featuring strategies for revitalization and market positioning identified in the agreement; and

WHEREAS, staff has identified Business Flare as being a well-respected South Florida-based small business that has a team of professionals that have worked for municipalities and advised municipalities on implementation strategies; and

WHEREAS, staff respectfully requests that the Mayor and the City Council-Members approve the Phase 2 agreement/proposal with Business Flare Economic Development Consultant, in order to study available economic data and present implementation strategies back to this City Council on how to mitigate the negative

economic impact of the Coronavirus shutdown on Doral's economy, as well as position the city to adapt, rapidly recover and thrive in the near future; and

WHEREAS, funds for this service will be available in the Planning and Zoning Professional Services account, # 001.40005.500310.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The City Manager is authorized to enter the City into an agreement, for the term of the contract and any necessary extension periods, to engage Business Flare in a Phase 2 study and present current economic data, create implementation strategies and make recommendations to the Economic Development programs offered by the city to mitigate the negative economic impact of the Coronavirus shutdown on Doral's economy, as well as position the city to adapt, rapidly recover and thrive in the near future for an amount not to exceed \$27,000.00 per the contract's terms of service.

Section 3. Authorization. The City Council of the City of Doral, Florida hereby authorizes the City Manager expend funds in an amount not to exceed \$27,000.00 from professional Services Account, # 001.40005.500310.

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

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 10 day of February, 2021.

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK



JUAN CARLOS BERMUDEZ, MAYOR

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

January 19, 2021

Manuel Pila, Economic Development Manager
City of Doral
Via Email

Dear Mr. Pila:

It is my pleasure to provide the following proposed scope of work to for Phase II of the City of Doral economic development and redevelopment consulting services. We are excited about continuing to work on Phase 2, the implementation of Post-COVID economic development opportunities.

Scope of Work

Task 1: Downtown Doral Arts District (DDAD). BusinessFlare will implement revitalization and market positioning strategies for the Adaptive Reuse Area that are identified in the Post-COVID Economic Development Strategy.

- Develop a detailed workplan and implementation schedule.
- Communicate and coordinate with key stakeholders including property owners, businesses, developers, real estate brokers and other partners (GMCVB, etc).
- Develop and maintain an inventory of available real estate.
- Coordinate with the City to develop a project webpage.
- Expand consumer behavior research related to the District.
- Work with key stakeholders to develop a brand and identity for the district.
- Work with key stakeholders to develop a vision for redevelopment opportunities and transitions between the district and Downtown Doral.
- Develop and prioritize physical improvement needs.
- Assist the City on business attraction for available properties in the district.

Task 1 Outcomes:

1. Finalize a District Brand/Identity.
2. Project/District Webpage.
3. Stakeholder Database.
4. Real Estate Assessment and Database.
5. Existing and Targeted Consumer Profiles for Downtown and the DDAD and Recommendations for market positioning of the district.
6. Recommendations for the character of redevelopment projects.
7. Recommendations for public realm improvements and transitions within and between districts.

Task 1 Timeline: February 2021-August 2021

Task 1 Fee: \$10,000

Task 2: Doral Décor District. BusinessFlare will implement revitalization and market positioning strategies for the Doral Décor District to identify opportunities to improve the competitiveness of district businesses and enhance the area's physical character.

- Identify opportunities for marketing and promotion.

Outcomes:

1. Project/District Webpage (if necessary).
2. Recommendations for increasing exposure and market positioning of the district.

Task 2 Timeline: February 2021-August 2021

Task 2 Fee: \$2,000

Task 3: Redevelopment and Economic Development Consulting. BusinessFlare will provide redevelopment and economic development consulting services to the City for additional opportunity sites and efforts that are identified by the Client, including:

1. Enhancing the City's hotel submarket position within the region and recommendations regarding the development of additional hotel inventory.
2. Assessment of the potential economic and fiscal benefits for development of the opportunity sites.
3. Provide recommendations to ensure that the City's economic development approach is seen as comprehensive and integrated through all relevant processes and procedures.

Task 3 Timeline: February 2021-August 2021

Task 3 Fee: \$8,000

Task 4: Industrial Land Use and Targeted Industry Analysis. BusinessFlare will analyze the City's industrial areas within the context of current and projected market demand. This analysis will assess industrial trends (especially the Logistics sector) and the ability of the City's industrial market to positively respond to said trends. Additionally, this assessment will identify threats and incompatible encroachments into the City's industrial areas with strategic recommendations for industrial business retention and expansion. This task will support the City's efforts to encourage development and investment that is consistent with the City's vision of continued economic diversification rather than efforts that respond only to near term trends which create parcel by parcel encroachment that jeopardize diversification.

Task 4 Outcomes:

1. Doral Industrial Market Overview Assessment
2. Report on Industrial Real Estate Trends
3. Doral Industrial Market SWOT Analysis and Strategic Recommendations

Task 4 Timeline: February 2021-August 2021

Task 4 Fee: \$7,000

Billing

The Fee for this engagement shall be \$27,000 for the period from February 10, 2020 through August 9, 2021, to be invoiced to the City in six (6) monthly installments of \$4,500 at the beginning of each month.

Any additional services or work beyond the scope identified in this document shall be billed at either a negotiated flat fee or on an hourly basis at the following public sector rates:

Project Director	\$150
Redevelopment Associate	\$100
Grants Manager	\$100
Economic Development Associate	\$75
Urban Designer	\$75
Creative and Design	\$50
Project Management	\$75
Administration	\$50

Personnel Assigned to this project):

Kevin S Crowder	Owner / Project Director
Alicia Alleyne	Operations and Project Manager
Kent Bonde	Redevelopment Associate
Farrell Tiller	Economic Development Associate
Stacy Kilroy	Grants and Healthcare Manager
Lina Duque	Creative Director

Additional Information

BusinessFlare LLC is a Miami-Dade County based business.

BusinessFlare LLC is a State of Florida Certified Veteran and Native American Owned business.

The BusinessFlare team includes an active realtor that is available if needed by the City.

Thank you for the opportunity to provide this proposal. We look forward to working with you.

Sincerely,

Kevin S. Crowder, CEcD
Owner, BusinessFlare