

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
NUE URBAN CONCEPTS
FOR
CONSULTING SERVICES RELATED TO POLICE IMPACT FEES**

THIS AGREEMENT is made between NUE URBAN CONCEPTS, an active, for-profit Florida Corporation, and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, the purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to those new customers responsible for such costs.

WHEREAS, in order to serve the anticipated growth and maintain adequate levels of service, the City must periodically review and update the current impact fees for Police Protection

WHEREAS, during the December 12, 2019 Council Meeting, the Mayor and City Council Members approved Resolution #19-308, authorizing the City to enter into an agreement with the Nue Urban Concepts to review and update the current municipal services impact fees associated with police protection.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Nue Urban Concepts and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 Task 1: Update the law enforcement impact fee rate for residential and non-residential development within the City based upon the methodology utilized in the last impact fee technical report.
- 1.2 Task 2: Prepare a technical report that documents the basis for the updated law enforcement impact fee. The report will demonstrate consistency with Florida Statue and Case Law. The report will also identify the variable and sources of date used in the technical analysis.
- 1.3 Task 3: Attend in person meetings with City Staff and /or elected officials.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and will remain in effect until such time as the tasks identified in Section 1 of this agreement have been completed and accepted by the Mayor and City Council.

3. Compensation and Payment.

- 3.1 Nue Urban Concepts shall be compensated in the following manner:

An amount not to exceed SIX THOUSAND DOLLARS AND NO CENTS (\$6,000.000) to complete Tasks 1 and 2. In person meetings with staff and elected officials must be approved by the City Manager. In person meetings with staff and/or elected officials occurring in the same calendar day shall be billed as one meeting. Nue Urban Concepts shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. Upon completion of the work, Nue Urban Concepts 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 Nue Urban Concepts in accordance with the Florida Prompt Payment Act.
- 3.4 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to Nue Urban Concepts the undisputed portion of the invoice. Upon written request of the Finance Director, Nue Urban Concepts shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. City's Responsibilities.

- 4.1 Furnish to Nue Urban Concepts, at its written request, existing studies, reports, and other data pertinent to the services to be provided by the Nue Urban Concepts.

5. Nue Urban Concept's Responsibilities.

- 5.1 Nue Urban Concepts shall exercise the same degree of care, skill, and diligence in the performance of the Services as in ordinarily provided by a consultant under similar circumstances. If at any time during the term of

this Agreement, it is determined that Nue Urban Concept's, deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, Nue Urban Concepts shall at its sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of Nue Urban Concepts under this agreement.

6. Termination.

- 6.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Nue Urban Concepts without cause. Cause shall include but not be limited to a failure on the part of Nue Urban Concepts to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 6.2 Upon receipt of the City's written notice of termination, Nue Urban Concepts shall stop work.
- 6.3 In the event of termination by the City, the Nue Urban Concepts shall be paid for all work accepted by the City Manager up to the date of termination, provided that Nue Urban Concepts has first complied with the provisions of Paragraph 6.4.
- 6.4 Nue Urban Concepts shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service 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. Insurance.

- 7.1 Nue Urban Concepts shall secure and maintain throughout the duration of this Agreement professional liability insurance. The certificate of insurance shall be attached as **Exhibit "B"** to this Agreement. 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. Nondiscrimination.

- 8.1 During the term of this Agreement, Nue Urban Concepts shall not discriminate against any of its employees or applicants for employment

because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

9. Attorneys' Fees and Waiver of Jury Trial.

- 9.1 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.
- 9.2 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.

10. Indemnification.

- 10.1 Nue Urban Concepts 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 Nue Urban Concept's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between Nue Urban Concepts and third parties made pursuant to this Agreement. Nue Urban Concepts 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 Nue Urban Concept's performance or non-performance of this Agreement.
- 10.2 The provisions of this section shall survive termination of this Agreement.
- 10.3 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 Nue Urban Concepts

11. Notices/Authorized Representatives.

- 11.1 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, Florida 33166

For Nue Urban Concepts: Jonathan B. Paul
Principal
2579 SW 87 Drive. # 101
Gainesville, FL 32608

12. Governing Law.

12.1 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.

13. Entire Agreement/Modification/Amendment.

13.1 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.

13.2 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.

14. Ownership and Access to Records and Audits.

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

- 14.2 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 Nue Urban Concepts involving transactions related to this Agreement.
- 14.3 The City may cancel this Agreement for refusal by Nue Urban Concepts 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.
- 14.4 In addition to other contract requirements provided by law, Nue Urban Concepts shall comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

15. No assignability.

- 15.1 This Agreement shall not be assignable unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of Nue Urban Concepts, and such firm's familiarity with the City's area, circumstances and desires.

16. Severability.

- 16.1 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.

17. Independent Contractor.

17.1 Nue Urban Concepts 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. Representations and Warranties of Nue Urban Concepts.

18.1 Nue Urban Concepts hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) It shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) Nue Urban Concepts is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Nue Urban Concepts 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 it in accordance with its terms; and
- (d) Nue Urban Concepts 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.

19. Compliance with Laws.

19.1 Nue Urban Concepts shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

19.2 Nue Urban Concepts shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable.

20. Non-collusion.

20.1 Nue Urban Concepts 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.

21. Truth in Negotiating Certificate.

21.1 Nue Urban Concepts 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.

22. Waiver

22.1 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.

23. Survival of Provisions

23.1 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.

24. Prohibition of Contingency Fees.

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

25. Force Majeure.

25.1 It is understood that performance of any act by the City or Nue Urban Concepts 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. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

26. Counterparts

26.1 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.

27. Interpretation.

27.1 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.

27.2 Preparation of this Agreement has been a joint effort of the City and Nue Urban Concepts 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.

28. Discretion of City Manager.

28.1 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.

29. Third Party Beneficiary

29.1 Nue Urban Concepts 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.

30. No Estoppel

30.1 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 Nue Urban Concepts shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Nue Urban Concept'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.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL



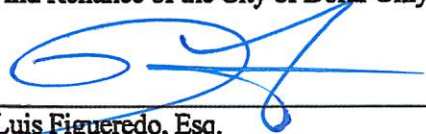
Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

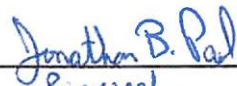
Date: Feb 3, 2020

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



Luis Figueredo, Esq.
City Attorney

Nue Urban Concepts .

By: 

Its: Principal
Date: 2/3/2020

Exhibit "A"
Scope of Services



2579 SW 87th Drive, Suite 101
Gainesville, FL 32608
nueurbanconcepts@gmail.com
352-363-0614 (c) 833-NUC-8448 (c)

November 4th, 2019

Sent via Email

Mr. Albert P. Childress, M.B.A., M.P.A., ICMA-CM
City Manager
City of Doral
8410 NW 53rd Terrace
Doral, FL 33166

Re: City of Doral Park Law Enforcement Impact Fee Update – Scope of Service

Dear Mr. Childress:

Thank you for the opportunity to prepare a proposal for an update to the City of Doral's Law Enforcement Park Impact Fee. The following is a proposed scope of service:

- Task 1: Update the law enforcement impact fee rate for residential and non-residential development within the City based upon the methodology utilized in the last impact fee technical report.
- Task 2: Prepare a technical report that documents the basis for the updated law enforcement impact fee. The report will demonstrate consistency with Florida Statute and Case Law. The report will also identify the variables and sources of data used in the technical analysis.
- Task 3: Attend in person meetings with City Staff and / or elected officials.

The total cost for task 1 and 2 will be: \$6,000

The total cost for task 3 will be: \$2,000 per meeting

Additional task maybe provided at a rate of \$200 per hour, to include such items as review of the proposed ordinance or updates and collection of data not provided by the City.

Please note, due to recent accessibility challenges to local governments websites, it is increasingly difficult to obtain data and reports with-out assistance from the local government. The law enforcement fee impact fee cannot be updated without the following information being provided by City:

- (1) Last law enforcement impact fee technical report from Jim Nicholas,
- (2) Adopted Comprehensive Plan Level of Service Standards,
- (3) Existing and projected population and number of residents and residential units within the City of Doral and data source,
- (4) Existing and projected non-residential square footage or employees within the City of Doral and the source,
- (5) Existing and projected number of law enforcement officers and support staff,
- (6) Inventory and square footage of existing buildings and projected building needed for law enforcement officers and support staff, including the value and the cost of the building, the value and cost of land and any associated permitting, design and construction cost for the buildings,
- (7) Inventory, cost and value of all law enforcement vehicles and the projected need for new vehicles for law enforcement officers and support staff,
- (8) Cost of equipment for new officers including uniform, weapons, communications, computers and additional equipment necessary to carry out their duties. The cost should have a source such as historic cost to the City.
- (9) Historic call volume for the last 3 to 5 years, broken down by calls where law enforcement was sent to respond and calls that did not result in the dispatch of law enforcement officers. The calls need to be broken down to residential versus non-residential and to the extent the data exist, calls to government buildings (federal, state, local, special purpose), parks, and public or charter schools should be separated from residential and non-residential calls.
- (10) Additional information may be necessary upon review of the prior technical report and the information received.

The law enforcement fee will be updated and the technical report completed within 120 days of receipt of all necessary information from the City. A verification email will be sent once all the information provided is received and reviewed for completeness to finalize the technical report. The data shall be provided in either a PDF, excel or word format. Please feel free to contact me should you have any questions or comments.

Sincerely,



Jonathan B. Paul, M.A.U.R.P., M.P.A., AICP, CPM
Principal

Exhibit "B"
Insurance Requirements



NUEUR-1

OP ID: C2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/04/2020

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 Darr Schackow Insurance Agency 5200 - B Newberry Road Gainesville, FL 32607 John Darr IV	352-338-0552 CONTACT NAME: John Darr IV PHONE (A/C, No, Ext): 352-338-0552 FAX (A/C, No): 352-376-5741 E-MAIL ADDRESS: JDarr@DarrSchackowinsurance.com														
INSURED Nue Urban Concepts LLC c/o Jonathan Paul 2579 SW 87th Dr, #100 Gainesville, FL 32608	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER B: Owners Insurance Company</td> <td style="text-align: center;">32700</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds of London		INSURER B: Owners Insurance Company	32700	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSI048121264	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5117784700	04/24/2019	04/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			PSI048121264	01/01/2020	01/01/2021	Ea Occurr \$ 1,000,000 Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

<p style="text-align: center;">CITYDO2</p> <p style="text-align: center;">City of Doral 8401 NW 53 Terrace Doral, FL 33166</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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RESOLUTION No. 19-308

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NUE URBAN CONCEPTS FOR CONSULTING SERVICES FOR THE REVIEW OF POLICE IMPACT FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral seeks to provide its residents with premier Police Services; and

WHEREAS, the Police Department received three (3) quotes, in which Nue Urban Concepts was the lowest amount submitted; and

WHEREAS, Staff respectfully requests City Council approval to authorize the City Manager to negotiate and enter into an agreement with Nue Urban Concepts in a not to exceed amount of \$12,000.00, and authorize the manager to execute the Professional Services Agreement and to expend funds from the Professional Services Account #001.60005.500310 pending a transfer from Dues, Subscription, Memberships Account #001.60005.500540 in furtherance hereof.

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 Mayor and City Council-members further approve and authorize the City Manager to negotiate and enter into a Professional Services Agreement with and Nue Urban Concepts for the Consulting Services of Police Impact fees, in the amount not to exceed \$12,000.00. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as

may be appropriate to protect and further the interest of the City.

Section 3. Authorization. The City Manager is authorized to execute a Professional Services Agreement and expend budgeted funds on behalf of the City in furtherance hereof.

Section 3. Implementation. This City Manager is hereby authorized to take such action as may be necessary to implement the provisions of this resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 12 day of December, 2019.



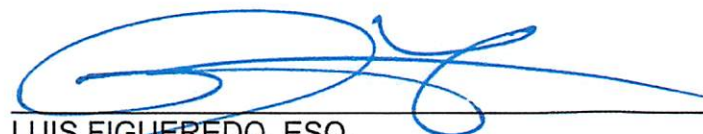
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY