

WORK ORDER FOR PROFESSIONAL SERVICES

TO: Iler Planning Inc.
200 South Biscayne Blvd.
Suite 2790
Miami, FL 33131

DATE: May 27, 2020

The City of Doral authorizes the firm of Iler Planning Inc to provide professional planning services for the preparation of the 2020 Capital Improvement Element update. Iler Planning Inc. is a prequalified provider of professional planning services approved by the Mayor and the City Council on March 22, 2017 via Resolution No. 17-48. The Professional Services Agreement between Iler Planning Inc. and the City of Doral was approved on May 24, 2017 for an initial term of three (3) years with an expiration date of March 30, 2020. Pursuant to Section 2.1 of the Professional Services Agreement, the City Manager on March 30, 2020 authorized an extension of the contract for an additional period of two (2) years through March 30, 2022. The work should be performed in accordance with the contract provisions contained in the Professional Services Agreement and the attached proposal entitled "2020 Doral Capital Improvements Element Update" submitted by your firm for the above referenced project.

SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from Iler Planning Inc. received on May 22, 2020. The scope includes the preparation of the Comprehensive Plan "Capital Improvement Element Annual Update". The schedule requires the work to be performed within four (4) months from Notice to Proceed (NTP). All limitations of time set forth in this Work Order are of the essence. The performance of services associated with this Work Order will be executed on a time and materials basis with a not to exceed amount of \$14,900.00.

You are required by the Continuing Professional Services Agreement to begin work subsequent to the execution of this Work Order, or as directed otherwise. If you fail to begin work subsequent to the execution of this Work Order, the City of Doral will be entitled to disqualify the Proposal and revoke the award.


Work Order incorporates the terms and conditions set forth in the Continuing Professional Services Agreement approved by the Mayor and City Council on May 24, 2017 between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Professional Services Agreement, the provisions of this specific Work Order shall prevail and apply.

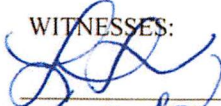
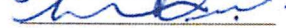
This Work Order is not binding until the City of Doral agrees and approves this Work Order.

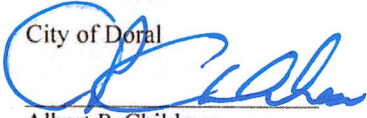
(Signature page follows)

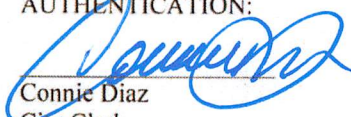
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: Iler Planning Inc

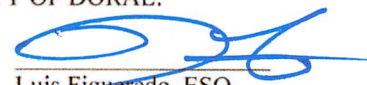
BY: 
NAME: HENRY ILEX
TITLE: President

WITNESSES: SEAL:
1. 
2. 

OWNER: City of Doral

BY: Albert P. Childress
NAME: Albert P. Childress
TITLE: City Manager

AUTHENTICATION:
BY: 
NAME: Connie Diaz
TITLE: City Clerk

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

BY: 
NAME: Luis Figueredo, ESQ.
TITLE: City Attorney

2020 Doral Capital Improvements Element Update

Scope of Services

Prepared by: Henry Iler, AICP
Iler Planning Inc.
5-22-20

In coordination with staff, Consultant (Iler Planning) will prepare the annual update to the Capital Improvements Element (CIE) of the City's Comprehensive Plan for 2020. The timeframe of the updated Schedule of Capital Improvements (SCI) will be FY 2020-21 thru FY 2024-25. The adopted 2019 CIE will be used as a starting point for this project.

Task 1: Data Update. Consultant will prepare update packages for each of the following sections of the 2020 CIE:

- * Population
- * Transportation
- * Stormwater
- * Parks and Recreation
- * Schools
- * Five-Year SCI.

The information to be updated including text, maps, tables and charts. The packages will be sent to City staff and the MDC School Board. The Consultant will meet with staff, as necessary, to discuss the updating procedure and any issues.

Task 2: Draft of Updated CIE. Upon the updated information from Task 1 is received, Consultant will prepare the initial draft of the CIE document and submit to City staff for review and comment. Consultant will meet with staff, as necessary, to discuss the draft document, comments and any remaining updating needs.

Task 3: Final 2020 CIE Document. Consultant will revise the initial draft and prepare the final 2020 CIE document for public hearing.

Task 4: City Council Approval. Consultant will attend one (1) LPA/City Council meeting (same day) where the 2020 CIE is considered.

Fee: \$14,900. This fixed fee will be invoiced by the Consultant periodically based on work progress. The fee breakdown by task is provided below.

Task 1: \$2,000

Task 2: \$8,500

Task 3: \$2,400

Task 4: \$2,000

Total: \$14,900

Deliverables and Responsibilities: City is responsible for preparation of all legal documents, public notices and staff reports. One (1) hard copy and one (1) digital copy of the Consultant deliverables in Tasks 2 and 3 will be provided.

Schedule:

Task 1: 15 days from Notice-to-Proceed (NTP)

Task 2: 60 days from NTP.

Task 3: 90 days from NTP.

Task 4: 120 days from NTP.



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
ILER PLANNING
FOR
GENERAL PLANNING AND ZONING CONSULTING SERVICES**

THIS AGREEMENT is made between **ILER PLANNING** a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant has recently been selected by the City of Doral, through a public bid process in compliance with State of Florida law governing consultant selection, to provide general planning and zoning consulting services;

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for the general planning and zoning consulting services (the "Project"); and

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

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

1. **Scope of Services/Deliverables.**
 - 1.1 The Consultant shall furnish professional services to the City as set forth in the "Scope of Services."
 - 1.2 The "Scope of Services" includes a breakdown of tasks, timeline and deliverables to the City and is attached in Exhibit A.
2. **Term/Commencement Date.**
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through March 30th, 2020, with two (2), one (1) year renewals for a total of five (5) years, unless earlier terminated in

accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant

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

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

- For Parts I and II of the Scope of Services, a lump annual sum amount of \$25,000 regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Consultant 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 Part III of the Scope of Services, total payments to Consultant shall not exceed \$50,000, without the prior written approval of the City. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The Iler Planning Labor Rate Schedule is attached as Exhibit B.

3.3 The City shall pay Consultant 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 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. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

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

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant 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 Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.
- 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 8.4.
- 8.4 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.

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 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.
- 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 contracts 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.

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

12.3 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 Consultant.

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, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Consultant: Henry Iler, AICP
Principal
50 East Ocean Boulevard, Suite 101
Stuart, Florida 34994

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.

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 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.

20. **Compliance with Laws.**

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

21. **Waiver**

21.1 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.

22. **Survival of Provisions**

22.1 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.

23. **Prohibition of Contingency Fees.**


23.1 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.

24. **Counterparts**

24.1 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.

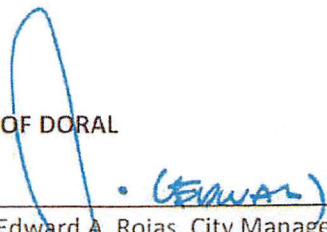
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its Principal, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

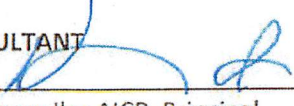
CITY OF DORAL

By: 

Edward A. Rojas, City Manager

Date: 5.3.17

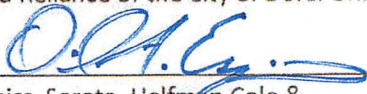
CONSULTANT

By: 

Its: Henry Iler, AICP, Principal

Date: 5-4-17

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



Weiss, Serota, Helfman Cole &
Bierman, PL
City Attorney

Exhibit A

Scope of Services for
General Planning and Zoning Consulting Services

(attached)

Exhibit B

Uter Planning Labor Rates Schedule
(January 2017)

Professional Positions

Principal	\$175/hour
Principal Planner	\$135/hour
Senior Planner	\$115/hour
Traffic Engineer	\$110/hour
Landscape Architect	\$110/hour
Planning Technician	\$90/hour
GIS Technician	\$90/hour
Graphic Designer	\$90/hour
Plans Reviewer	\$50/hour
Administrative	\$45/hour



SCOPE OF SERVICES

FOR

GENERAL PLANNING AND ZONING CONSULTING SERVICES

This Scope of Services is divided into three (3) parts consisting of the annual Comprehensive Plan Capital Improvement Element Update, Comprehensive Plan amendments, and plans review. The tasks, costs and timelines for each part are presented below.

PART I: CAPITAL IMPROVEMENT ELEMENT UPDATE

1. INTRODUCTION

iller Planning has been selected, through an advertised public bid process consistent with State consultant selection procedures and requirements, to provide planning and zoning services to the City of Doral over the next 3 years with options for extension of services for an additional 2 years. This Scope of Services (Part I) is designed to provide the tasks, timeline and deliverables necessary to accomplish the annual updating of the Capital Improvement Element in the adopted Comprehensive Plan.

2. PROJECT SCOPE

The purpose of this scope of work is to prepare the annual update to the City's current Capital Improvements Element (CIE) which includes the 5-year Schedule of Capital Improvements. The consultant will coordinate with all City departments and required state, regional and county agencies. The update will be conducted in accordance with the requirements of Chapter 163, F.S.

Task 1: Preliminary Capital Improvements and Financial Needs

Consultant will review the existing Capital Improvements Element and coordinate with City departments, FDOT, WASD, MDC, SFWMD, School Board and other agencies, to compile a preliminary list of future capital improvements and funding sources necessary to maintain the public facility level-of-service standards adopted in the City's Comprehensive Plan. Current financial information on funding sources available to pay for necessary facilities and improvements will also be sought. All relevant studies and updates for the applicable public facilities will also be reviewed, and existing and future LOS deficiencies documented. Consultant will follow-up with direct contact with staff/consultants that prepared the proposed capital projects and financial information, if clarification or additional data are needed. The City is responsible for identifying all capital projects necessary to maintain the parks, drainage and local roads (City only) at adopted level-of-service standards through the 5-year planning period, along with current and projected capital improvement funding sources.

Task 2: Draft CIE

When Task 1 is nearing completion, Consultant will prepare the draft updated CIE and submit it to staff for review. Consultant will utilize best available data and City staff knowledge to determine the current and projected LOS status of applicable public facilities; no original data collection or analysis will be conducted. The population projections in the adopted Comprehensive Plan will be utilized in LOS analysis. This update will include capital improvement projects necessary for the City to continue to meet its adopted level-of-service standards throughout the 5-year planning period. City is responsible for providing a list of planned capital projects to be built in the FY2017 through FY2021 including parks,

drainage, road and transit improvements to improve or maintain level of service standards. Consultant will review the draft CIE with City staff, make appropriate changes and resubmit the public hearing draft of the revised CIE to the Project Manager.

Task 3: Public Hearings

Consultant will present the updated CIE to the Local Planning Agency and City Council at advertised public hearings, as directed by the Project Manager.

Task 4: Final 2017-2021 CIE

If any revisions or additions are approved by City Council, consultant will make said revisions and resubmit a final approved copy of the 2017-2021 CIE.

3. PROJECT COST

\$15,000.00 (Tasks 1-4). City is responsible for advertising, public notice, and preparation of any necessary resolutions or ordinances. 1 digital and 1 hard copy of all deliverables will be submitted.

4. COMPLETION

5 months from notice-to-proceed

PART II: COMPREHENSIVE PLAN AMENDMENTS

1. INTRODUCTION

Iler Planning has been selected, through an advertised public bid process consistent with State consultant selection procedures and requirements, to provide planning and zoning services to the City of Doral over the next 3 years with options for extension of services for an additional 2 years. This Scope of Services (Part II) is designed to provide the tasks, timeline and deliverables necessary to prepare and adopt Comprehensive Plan amendments.

2. PROJECT SCOPE

The subject Comprehensive Plan amendments are intended to revise the relevant goals, objectives and policies of the Comprehensive Plan based on recent updates to the City's Transportation Master Plan and Parks Master Plan. The amendment review and processing will be conducted in accordance with the requirements of Chapter 163, F.S.

Task 1: Determine Plan Amendments

Consultant will review the final Transportation Master Plan (TMP) and Parks Master Plan (PMP), and identify policies, programs and projects from those documents that should be incorporated to the City's Comprehensive Plan as amendments. Potential amendments and/or elements may also include housing, economic development and floodplain

management. Consultant will produce a table detailing each amendment and review the table with City staff. Once the table is finalized, it will be used to prepare the full-scale amendment package.

Task 2: Draft Plan Amendments

Consultant will prepare the recommended amendments to the goals, objectives and policies in strike-thru and underline format for staff review. Proposed updates to any Comprehensive Plan Element data, inventory and analysis (DIA) will be prepared as a supplement to the current DIA document. Consultant will meet with staff to review and finalize the proposed amendments.

Task 3: Public Hearings and Final Adoption

Consultant will present the Comprehensive Plan amendment package to the Local Planning Agency and City Council at advertised public hearings, as directed by the Project Manager, for preliminary and final adoption. City is responsible for transmitting the Plan amendment to the FDEO and other applicable agencies for review. Consultant will respond to any State or regional review objections or comments.

3. PROJECT COST

\$10,000.00 (Tasks 1-3). City is responsible for advertising, public notice, and preparation of any necessary resolutions or ordinances. 1 digital and 1 hard copy of all deliverables will be submitted.

4. COMPLETION

8 months from notice-to-proceed

PART III: ZONING AND BUILDING PLANS REVIEW

1. INTRODUCTION

Her Planning has been selected, through an advertised public bid process consistent with State consultant selection procedures and requirements, to provide planning and zoning services to the City of Doral over the next 3 years with options for extension of services for an additional 2 years. This Scope of Services (Part III) is designed to provide the tasks, timeline and deliverables necessary to assist the City with zoning and building plans review.

2. PROJECT SCOPE

The consultant will be available on an as needed basis to assist the City with plans review (administrative, building permit submittal, public hearing applications review) and assisting the public regarding information on planning and zoning issues. Additionally the consultant will draft ordinances revising certain sections of the City's Land Development Regulations as requested by the Planning and Zoning Director. The Planning and Zoning Director ~~Project Manager~~ will determine the consultant hours required on a weekly and monthly basis, and provide one (1) week notice to the consultant of future project and time needs.

3. PROJECT COST

Up to \$50,000.00. It is anticipated the consultant's Plans Reviewer will be used on this Part; his labor rate will be \$50/hour.

4. COMPLETION

12 months from notice-to-proceed

EXHIBIT B

HBIPLAN-01

BALDWINJ



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2017

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 Eagle American Insurance Agency, LLC 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): (407) 788-3000 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS: ADDRESS:														
INSURED Iler Planning Inc 50 SE Ocean Blvd Unit#101 Stuart, FL 34994	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Southern-Owners Insurance Company</td> <td style="text-align: center;">10190</td> </tr> <tr> <td>INSURER B :</td> <td></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 : Southern-Owners Insurance Company	10190	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			4257323101	11/20/2016	11/20/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ \$
	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						COMBINED SINGLE LIMIT (Ea accident) \$ 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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER The City of Doral Florida 8401 NW 53 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
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RESOLUTION No. 20-102

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ILER PLANNING FOR PROFESSIONAL SERVICES CONNECTED WITH A PLANNED MORATORIUM ON PUD, DMU, CMU ZONING DISTRICTS; PROVIDING RECOMMENDATIONS AND MODIFICATIONS TO REVISE THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE IN THE AMOUNT NOT TO EXCEED \$50,000.00; 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 22, 2017, the City of Doral awarded a Request for Proposals #2016-44, "General Planning and Zoning Services," to Iler Planning and Tindale Oliver and Associates, the two top selected firms under Resolution No.17-48; and

WHEREAS, On May 24, 2017, the City of Doral approved an agreement with Iler Planning for Professional Planning Services under Resolution No. 17-97; and

WHEREAS, the City decided to extend these agreements on March 30, 2020, providing for an additional two years of services; and

WHEREAS, the City of Doral Mayor and City Council is set to vote on a PUD, DMU, CMU moratorium for twelve (12) months to allow staff and our consultant team to evaluate the current regulations and suggest modifications to promote orderly development and fulfill the vision of the City of Doral; and

WHEREAS, the consultant will be recommending updates to general process and procedures, clarifying the use of these zoning sections, and clarifying the order of documents that are prepared in coordination with these zoning sections; and

WHEREAS, other items that we expect to evaluate is the transportation sections to achieve a walkable, bikeable, safe environment, streetscape standards and the interaction of the public to private property is very important in mixed use centers to facilitate businesses on the ground floor and activity towards the streets, platting and the use of public vs private roadways will be explored, transit and alternative transportation methods will be evaluated for the future and looking at our current and Future Land Use Map categories and Zoning categories to see if we have a full complement of densities, intensities, and urban form to promote a variety of building types, incomes, sizes, and any relevant bonuses for items that the city sees as promoting the greater welfare of the public such as parks, plazas, sustainability metrics, transit, wayfinding and other general criteria; and

WHEREAS, staff respectfully requests that the Mayor and the City Council Members approve the consultant professional services agreement with Iler Planning and subconsultants; and

WHEREAS, funds for this service will be available in the Planning and Zoning Professional Services account, # 001.40005.500310 not to exceed \$50,000.00.

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

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

Section 2. The agreement/proposal with Iler Planning as listed in the professional services agreement as presented is hereby approved.

Section 3. The City Manager is authorized to the City to enter into the agreement, for the term of the contract and any necessary extension to hire the consultant for an amount not to exceed \$50,000.00 per the contract's terms of service from Professional Services account # 001.40005.500310.

Section 4. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral 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 10 day of June, 2020.



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