

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
Urban 3, LLC
FOR
Phase 2 of Economic Analysis of the City of Doral**

THIS AGREEMENT is made between **Urban 3, 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 CONDUCT PHASE 2 OF A 3D ECONOMIC ANALYSIS MODEL FOR THE CITY OF DORAL, IN ORDER TO UNDERSTAND THE CURRENT TAX BASE AND CURRENT FISCAL HEALTH (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 60-90 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 waiver 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. 21-39 and authorized the City Manager to enter into an agreement on behalf of the City with Urban 3, 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 by both parties and shall remain in effect through May 10, 2021, unless earlier terminated in accordance with Paragraph 8. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider. The City

Manager may extend the term of this Agreement by written notice to the Consultant.

- 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:

A lump sum in an amount not to exceed \$27,606 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, and virtual presentation of report to 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 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: Joseph Minicozzi, AICP
Principal
Urban 3
2 Vanderbilt Place
Asheville, NC 28801

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 Principal, 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 12, 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 4:19 pm, Mar 11, 2021

Luis Figueredo, ESQ.

PROVIDER

By: 

Its: Chief Operating Officer
Date: March 11, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2021

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 Insurance Service of Asheville P.O. Box 530 Asheville NC 28802	CONTACT NAME: Janice Adams PHONE (A/C No. Ext): 828-253-1668 FAX (A/C, No): 828-258-8164 E-MAIL ADDRESS: certificates@isa-avl.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Urban 3 LLC 2 Vanderbilt Place Asheville NC 28801	INSURER A: Sentinel Insurance Company NAIC # 11000	
	INSURER B: Accident Fund Insurance Company of America 10166	
	INSURER C: Ace Commercial Risk Services	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 971438667


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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			22SBMVW2297	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			22SBMVW2297	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	WCV801391802	11/18/2020	11/18/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims-Made Retro Date 11/18/2014			EONNCF137848022004	11/18/2020	11/18/2021	Each Claim Limit 2,000,000 Aggregate Limit 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Doral 8401 NW 53rd Terrace Doral FL 33166	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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URBAN3

Cate Ryba
2 Vanderbilt Place
Asheville, NC 28801
828-255-7951 x 209
cate@urban-three.com

January 19, 2021

Javier Gonzalez
Planning & Zoning Director
City of Doral
8401 NW 53 Terrace
Doral, FL 33166

Re: Economic Analysis for the City of Doral

Mr. Gonzalez:

Enclosed is our proposal for Phase 2 of our Economic Analysis project for the City of Doral. We look forward to working with your team to provide insights into your greater industrial and redevelopment areas.

If you have any questions, please let us know.

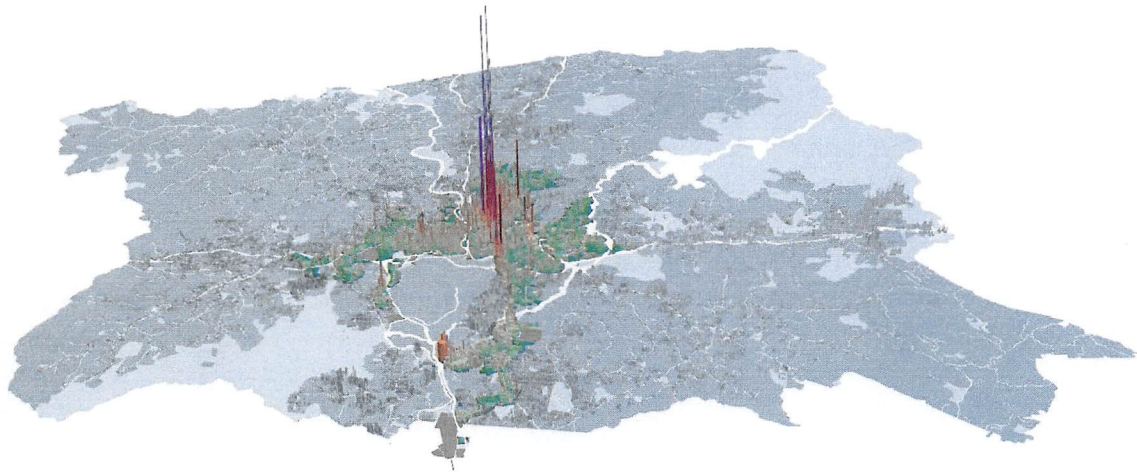
Respectfully,



Cate Ryba
Project Director/Planner

PROJECT APPROACH

Urban3 is a real estate economics firm that maps the financial health of built environments to inspire communities of all sizes to think differently about development, land use, and public policy. We are leaders in visualizing economic productivity using 3D modeling software, as well as designers of graphics that communicate the financial impact of public policy and land use decisions. We were founded in 2011, and are now a team of nine analysts and urban designers, with offices in Asheville, North Carolina, and Portland, Oregon. We have worked with over 150 communities in the United States, New Zealand, Canada, and Australia, offering them advice that has led to more effective decision-making by integrating the concept of fiscal sustainability and land use considerations into policy making.



ABOVE: A per acre 3D visualization of the City of Asheville isolated within Buncombe County; highest value parcels are in purple, lowest appear in green.

Urban3 believes understanding the economic impact of various land use patterns is an imperative first step to building and growing a sustainable community. Our work not only reflects the relative fiscal efficiency of development patterns, but also helps policymakers and practitioners deliver a data-driven understanding of the economics of place. Through mapping and analyzing the financial health of communities, we show the true value of design. This helps communities make smarter decisions about future development and capital improvements. Overall, we aim to democratize complex tax information, because we believe everyone should be able to participate in conversations around community growth and fiscal health.

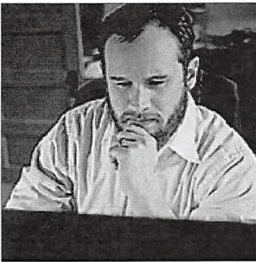
PROJECT TEAM

Joseph Minicozzi, AICP, Principal



Mr. Minicozzi will lead the team for this project, and present the final results to the client group and in a public setting, if desired. Under Joe's leadership Urban3's work in pioneering geo-spatial representations of economic productivity has prompted a paradigm shift in understanding the economic potency of urbanism and the value of well-designed cities. Through Joe's direction, our analysts create visualizations to provide communities with the resources to make informed decisions about future development and its financial impacts. Joe is a sought-after lecturer on city planning issues and his work has been featured in numerous journals and at international conferences. In 2018 Joe was on Planetizen's list *The Most Influential Urbanists*.

Josh McCarty, Lead Geospatial Analyst

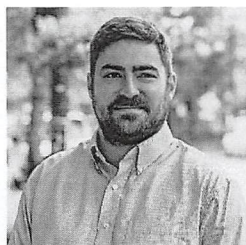


Mr. McCarty will lead the technical side of the project, including data validation and economic analysis. He will work directly with our other analyst, Will Creasy, on the data analysis and visualization. Josh's work focuses on new ways to visualize local finance. At the core of his work is an ongoing effort to quantify, measure, and communicate patterns of urban development and the outcomes of design choices. His work focuses on the intersection of public policy, urban design, and economics. Joshua handles background work that turns raw data into relevant and recognizable patterns and is responsible for developing new analytical tools for our clients.

Ori Baber, Geospatial Analyst



As an analyst with Urban3, Ori leverages his expertise in data science to identify scalable planning practices that produce better urban health and vibrant urban economies. Ori's approach is built on years of prior experience planning, managing and evaluating place-based (re)development initiatives in North Central Florida. Ori will conduct data cleaning, analysis and presentation preparation for the project.



Phillip Walters, Senior Analyst and Project Manager

Phillip Walters, AICP is a senior analyst at Urban3. He brings together the perspectives of economics, data analysis, and good planning to find usable insight. With 8 years of public sector experience and strong analysis skills, he endeavors to help the public understand the underpinnings of how the world around them works now, and how decisions will change their future. Phillip manages the day-to-day

project flow, including scheduling all client calls, meetings and milestones with the analysts. He will be the primary interface between Urban3 staff and project contacts.

PROJECT GOAL: PHASE 2

Building on the Phase 1 work, Urban3 will develop an economic 3D model and measure the economic effect of land uses within the City of Doral, as well as in the surrounding Miami-Dade County. This Phase of the project will be a finer grained approach to analyzing specific land uses and smaller subarea analysis.

Deliverables:

- Projections for varying urban design scenarios and/or potential development projects and the associated tax revenues to identify and inform future land use priorities (data provided by client)
 - Industrial land development analysis
 - Redevelopment opportunities
 - Subarea analysis of the downtown
- Cost analysis of two illustrative neighborhoods of the City for roads, drainage and pipe infrastructure
- Analysis of historical commute patterns, and policy improvement suggestions
- Public Education Sessions, including presentations of the models and powerpoint to your community, audiences determined by City staff
- An online report or printed report, which will contain all graphics created as part of your analysis and an executive level narrative to complement the graphics. This will be completed after final presentations, to ensure staff and citizen feedback can be incorporated into the narrative

PROCESS

Building on the 2D and 3D models created during Phase 1, Urban3 will conduct a deeper dive into the economic outputs of the data, honing in on particular areas of interest within Doral. Additionally, Urban3 will gather data from the client to analyze the cost implications of varying development typologies on costs and revenues for two areas of the City that are illustrative of typical development patterns.

This project will commence when all data has been received. We will engage City staff if we have questions or would like additional data sets.

At the conclusion of the modeling, Joe Minicozzi will present to Doral City Council via webinar, or in person, depending on travel restrictions. This presentation will educate council on Urban3's methods and approach, preparing them for potential future presentations of an economic analysis of Doral.

TIMELINE

A project of the scale of Doral will take approximately three months from receiving data to complete the processing and full analysis. We will engage you and City staff if we have questions or would like additional data sets. We understand that final presentations will be subject to the City's scheduling constraints and council agendas.

PROJECT BUDGET

Task	Position		Total
Data collection and evaluation	Minicozzi		\$930
	Baber		\$1,680
Model Analytics	Baber		\$4,480
	Baber		\$4,480
Projections for Future Land Use Priorities	Baber		\$3,640
	Minicozzi		\$1,280
Neighborhood Cost Analysis	Baber		\$3,500
	McCarty		\$680
Historical Commuting Analysis and Policy Recommendations	Baber		\$1,120
Final Presentation Assembly	Minicozzi		\$2,560
Presentation to Council Virtually	Minicozzi		\$960
Project Management	Walters		\$2,160
Administrative	Nelis-Masters		\$136
		TOTAL:	\$27,606

2021 STAFF RATES

Staff	Position	Hourly	Day Rate	Travel Rate
Joe Minicozzi	Principal	\$320	\$2,560	\$1,280
Cate Ryba	COO/Planner	\$220	\$1,760	\$880
Phillip Walters	Project Manager/Planner	\$180	\$1,440	\$720
Josh McCarty	Lead Analyst	\$170	\$1,360	\$680
Will Creasy	Analyst	\$140	\$1,120	\$560
Ori Baber	Analyst	\$140	\$1,120	\$560
Cade Justad-Sandberg	Analyst	\$100	\$800	\$400
Caitlen Nelis-Masters	Administrative	\$68	-	-

RESOLUTION No. 21-39

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT WITH URBAN 3 ECONOMIC DEVELOPMENT CONSULTANT TO CONDUCT PHASE 2 OF A 3D ECONOMIC ANALYSIS MODEL FOR THE CITY OF DORAL IN ORDER TO UNDERSTAND OUR CURRENT TAX BASE AND CURRENT ECONOMIC HEALTH; IN AN AMOUNT NOT TO EXCEED \$27,606.00; 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. 20-73, authorizing an emergency agreement with Urban3 to conduct the first phase of a 3D economic analysis model for the City of Doral in order to help city officials understand the current tax base and economic health of our local economy; and

WHEREAS, Urban3 presented the results of its Phase 1 analysis at the City Council meeting on January 13, 2021; and

WHEREAS, the city seeks to engage Urban3 in Phase 2 of an analysis to develop a 3D economic model and further measure the economic effect of land uses within the City of Doral as specified in "Exhibit A" and show how a project based approach post Covid-19, can impact policy decisions to return to a positive tax basis, and expand our long term strategy of redevelopment by comparing and modeling efficient land uses that can provide the greatest tax and revenue base; and

WHEREAS, staff has identified Urban3 as being a highly specialized economic development firm that offers an 'MRI' or snapshot of the economy visually through proprietary software and analysis, and has the ability to model multiple scenarios through individual economic redevelopment strategies; and

WHEREAS, staff respectfully requests that the Mayor and the City Council-Members approve the Phase 2 agreement/proposal with Urban 3 Economic Development Consultant, in order to study and present to council a clear picture of our

current economic data showing how our land use decisions impact the tax base of the city and suggest future land use recommendations on how to mitigate future fluctuations of economic impacts and economic changes; and

WHEREAS, funds for this service will be available from savings in the Planning and Zoning Professional Services account No. 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 Urban 3 in a Phase 2 study and present current economic data, compare and model land uses that can provide the greatest tax and revenue base, and suggest recommendations that will be brought back to the City Council, on how to further mitigate the negative economic impact of the Coronavirus shutdown on Doral's economy, in an amount not to exceed \$27,606.00 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 \$27,606.00 from savings in the Professional Services Account No. 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.



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