

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
DR. RICHARD HOLTON
FOR
TRAINING AND CONSULTING SERVICES**

THIS AGREEMENT is made between Dr. Richard Holton & Associates, P.A., (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

RECITALS

WHEREAS, The Consultant and the City of Doral (the "City") through mutual negotiation, have agreed upon scope of services, schedule, and fee for Training- Managing Change & Stress in the 21st Century (the "Project"); and

WHEREAS, the City desires to engage the Consultant, and the Consultant desires to provide services as specified herein; and

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.

- a. This workshop will introduce principles and skills to police officers, leaders, supervisors, and professional trainers, which will:
 - 1. Provide analytical skills that can be used when supervising a diverse pool of employees.
 - 2. Help in minimizing and preventing collective negative attitudes and misconceptions as a public employee.
 - 3. Be helpful in providing skills to assist in leadership, team development, and understanding diversity and empathy in the public arena. See Attached Exhibit A
- b. All workshops agreed upon between Dr. Richard Holton and the City of Doral Police Department's Training Unit will be completed within a 12 month period.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect upon the completion of the scope of services.

3. **Compensation and Payment.**

- 3.1 The Consultant shall be compensated in the following manner:
- Dr. Richard Holton will deliver training days for the Doral Police Department for the consideration of up to \$2,000.00 per workshop (15-eight (8) hour workshops with a maximum of 15 employees per workshop). All dates and fees will be agreed upon between the Consultant and the Doral Police Department 30 days in advance of delivery date.
 - The Doral Police Department shall compensate Consultant in an amount not to exceed thirty thousand dollars (\$30,000.00) for the 15 workshops of this agreement.
- 3.3 Consultant is to provide the City with an invoice upon completion of each workshop.
- 3.4 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 3.5 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.

5. **City's Responsibilities.**

- 5.1 Furnish to Consultant, at the Consultant's written request that is not subject to laws governing confidentiality and privacy that the City can legally provide pertinent to the services to be provided by Consultant, in possession of the City.

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 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

Police Chief, the Consultant shall at Consultants sole expense, immediately correct the work. The Doral Police Department in no way assumes or shares any responsibility or liability of the Consultant under this agreement.

7. **Termination.**

7.1 The Police Chief without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.

7.2 Upon receipt of the Police Department's written notice of termination, Consultant shall stop work on the Project.

7.3 In the event of termination by the Police Department, the Consultant shall be paid for all work accepted by the Chief of Police up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

7.4 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.

8. **Nondiscrimination.**

8.1 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, 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 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant 's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant 's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. 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.

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 the Consultant.

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 The Consultant:
Dr. Richard Holton
3350 Hibiscus Street
Miami, FL. 33133

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 the Consultant

Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

14.3 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.

15. **No assignability.**

15.1 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.

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 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.

18. **Compliance with Laws.**

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

18.2 The Consultant 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 to the City and the Consultant .

19. **Waiver**

19.1 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.

20. **Survival of Provisions**

20.1 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.

21. **Prohibition of Contingency Fees.**

21.1 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.

22. **Counterparts**

22.1 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.

[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



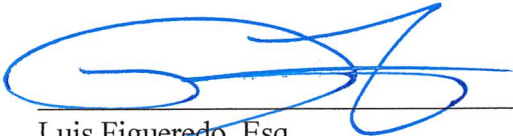
Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

Date: July 24, 2020

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




Luis Figueredo, Esq.
City Attorney

CONSULTANT

By: 

Dr. Richard Holton

Its:  _____

Date: 7/24/2020