

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
TIM GILLETTE AND ASSOCIATES
FOR
TRAINING AND CONSULTING SERVICES**

THIS AGREEMENT is made between Tim Gillette and Associates (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- Advanced Report Writing Course for Field Training Officers and Detectives (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 training will introduce customized advanced report writing skills to field training police officers and detectives.
- b. All dates will be agreed upon between Tim Gillette and the Police Department's Training Unit 30 days in advance of delivery date.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect upon completion.
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth unless extended by the Police Chief.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

- Tim Gillette and Associates will deliver training days for the Doral Police Department for the consideration of up to \$7,000.00 (four- 10 hour class days and \$1,000 for course design work. 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 eight thousand dollars (\$8,000.00) for the four (4) ten hour class days and course design work of this agreement.

3.3 Consultant is to provide the City with an invoice upon completion of tasks.

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.

4. **Sub-Consultants.**

4.1 The Consultant shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.

4.2 Any sub-consultants used on the Project must have the prior written approval of the Police Chief or his designee

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available data 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 or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 INTENTIONALLY LEFT BLANK

8. **Termination.**

8.1 The Police Chief 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 Police Department's written notice of termination, Consultant shall stop work on the Project.

9. **Nondiscrimination.**

9.1 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.

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 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.

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 Consultant.

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: Hernan M. Organvidez
 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: Tim Gillette
 1230 N.W. 990th Ave
 Plantation FL 33322

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, or the Southern District of 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 Consultant 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 Consultant involving transactions related to this Agreement.

15.3 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.

16. **No assignability.**

16.1 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.

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.

18. **Independent Contractor.**

18.1 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.

19. **Compliance with Laws.**

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

19.2 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.

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 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.

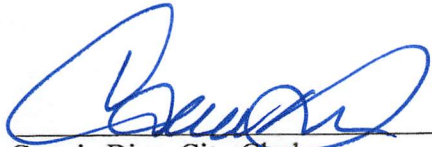
23. **Counterparts**

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.


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

Attest:

CITY OF DORAL



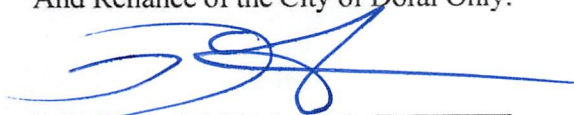
Connie Diaz, City Clerk

By: 

Herman M. Organvidez, City Manager

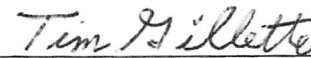
Date: 8/23/22

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



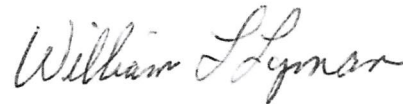
Luis Figueredo, Esq.
City Attorney

CONSULTANT

By: 

Tim Gillette and Associates
Date: 8/19/2022

Tim Gillette PERSONALLY APPEARED before me this 19th day
of August 2022 and is personally known to ME





WILLIAM L. LYMAN
Commission # GG 261333
Expires January 21, 2023
Bonded Thru Budget Notary Services

RESOLUTION No. 22-124

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES, APPROVING THE WAIVER OF COMPETITIVE BIDDING PROCEDURE WITH TIM GILLETTE AND ASSOCIATES, A SOLE SOURCE VENDOR, FOR ADVANCED WRITING PRINCIPLES AND SKILLS TO OUR SUPERVISORS AND MID-LEVEL MANAGERS IN AN AMOUNT NOT TO EXCEED \$10,500.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral Police Department requests a waiver for competitive bidding procedure with Tim Gillette and Associates, a sole source vendor; and

WHEREAS, the Police Department continues to grow, so has the need for well-trained supervisors and mid-level managers who possess advanced writing skills. Competition for advanced law enforcement training is in high demand, which has impacted the availability of specialized instructors. Therefore, it is imperative that we continue to pro-actively acquire the services of highly respected and proven experts in the field.; and

WHEREAS, for the past 30 years, Dr. Tim Gillette has successfully trained thousands of public safety professionals throughout the country for their promotional processes. In doing so, his students have consistently achieved the highest scores in their promotional process and become successful leaders in their organizations. Colonel Gillette is currently a certified law enforcement instructor and teaches leadership and criminal justice programs at Nova Southeastern University and Broward College Institute for Public Safety.

WHEREAS, Pursuant to Section 2-321 of the City Code, Staff respectfully requests

that the City Council authorize the City Manager to negotiate and enter into an agreement with Tim Gillette and Associates, a sole source vendor for advanced writing principles and skills to our supervisors and mid-level managers in an amount not to exceed \$10,500.00 and further requests that the City Council authorize the City Manager to expend budgeted funds on behalf of the City with respect to the agreement approved herein.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL 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. Pursuant to section 2-321, we respectfully request authorization for the City Manager to approve the waiver of competitive bidding procedure and enter into an agreement with Tim Gillette and Associates, a sole source vendor, highly specialized and proven experts in the field in an amount not to exceed \$10,500.00 is hereby approved. All future purchases will be funded from the LETF-Dues/Subscriptions/Memberships Account No. 105.60005.500540.

Section 3. Authorization. The City Manager is hereby authorized to execute the Agreement and expend budgeted funds on behalf of the City.

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

Section 5. Effective Date. 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 Vice Mayor Cabral and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED this 9 day of August, 2022.



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