

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:
 - o 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.
 - o 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); (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 Page 2 of 11

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 subconsultants 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. <u>Indemnification</u>.

- Consultant shall defend, indemnify, and hold harmless the City, its 12.1 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:	CITY OF DORAL By:
Comie Diaz, City Clerk	Edward A. Rojas, City Manager
	Date: 5.3.17
	CONSULTANT By:
	Its: Henry Iler, AICP, Principal
	Date: 3 - 1 - 1 - 1 - 1 - 1 - 1

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

<u>Iler Planning Labor Rates Schedule</u> (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

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 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 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

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 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

ACORD

HBIPLAN-01

BALDWINJ

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

CERTIFICATE OF LIABILITY INSURANCE

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). CONTACT NAME: PHONE (A/C, No, Ext): (407) 788-3000 Eagle American Insurance Agency, LLC 1855 West State Road 434 FAX (A/C, No): (407) 788-7933 Longwood, FL 32750 INSURER(S) AFFORDING COVERAGE INSURER A : Southern-Owners Insurance Company 10190 INSURED INSURER C: **Iler Planning Inc** 50 SE Ocean Blvd Unit#101 INSURER D Stuart, FL 34994 INSURER F: REVISION NUMBER: **COVERAGES CERTIFICATE 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. POLICY EFF POLICY EXP ADDL SUBR TYPE OF INSURANCE POLICY NUMBER 1,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurre 50,000 11/20/2016 11/20/2017 CLAIMS-MADE X OCCUR 4257323101 5.000 MED EXP (Any one person) Included PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 1,000,000 X POLICY PRO-PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY **BODILY INJURY (Per accident)** PROPERTY DAMAGE HIRED AUTOS ONLY NON-OWNED AUTOS ONLY UMBRELLA LIAB **EACH OCCURRENCE** OCCUR **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ OTH-PER S<u>TATUTE</u> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Doral, FL 33166 ACORD 25 (2016/03)

The City of Doral Florida

8401 NW 53 Terrace

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AUTHORIZED REPRESENTATIVE

Mesonia bidanson





FROM: Tracey Donohue CorRisk Solutions 631-756-3000 TO: Joe CorRisk CorRisk Direct 312-263-4218

On behalf of New Hampshire Insurance Company, CorRisk Solutions is proud to present the following quote:

Renewal Business Quotation

Landscape A&E - Direct, Valid for Thirty (30) days

Named Insured:

Iler Planning, Inc. DBA Iler Planning

Mailing Address:

50 E. Ocean Blvd., Suite 101, Stuart, FL 34994

Account ID:

1131503

EFFECTIVE DATE	3/12/2017	EXPIRATION DATE	3/12/2018
RETROACTIVE DATE	3/12/2002		

COVERAGE OPTIONS					
Option	Limits Each Occurrence / Annual Aggregate	Deductible Amount Including Defense	Annual Premium	Fees	Total
1	\$100,000 / \$100,000	\$10,000	\$667.00	\$150.00 Risk Management Services	\$817.00

CONDITIONS	None

ADDITIONAL COMMENTS

See attached for payment options.

CorRisk Solutions is acting as the Program Administrator / Manager for the insurance company providing this coverage and receives compensation from the insurance company for its services. The compensation may vary depending on the profitability of the insurance contracts which it sells. You may obtain more information about the compensation expected to be received by the Program Administrator / Manager by requesting such information from the Program Administrator / Manager.



A-2497 AT2 **ILER PLANNING** 50 SE OCEAN BLVD UNIT 101 STUART FL 34994-2222

AUTO RENEWAL

AMOUNT DUE: \$648.10

Payment is due by January 03, 2017

Your State Farm Agent

DONNAM DOYLE INS AGCY INC

Office: 561-626-5403

Address: 10625 N M LIFARY TRL STE 103 WEST PALM BCH, FL 33410-6548

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Vehicle:

2016 CADILLAC CTS

Policy Number: 650 9156-A03-591

Policy Period: January 3, 2017 to July 3, 2017

Principal Driver: HENRY BAGBY LER

CONVENIENT PAYMENT OPTON: To use State Farm 5 50-50 paymentplan, submitone halfofyourpremium plusa \$2,00 handling charge. The balance will be due 60 days afferyoursenewaldate.

MPORTANT NOTICE-UnderNo-Fault Coverage, the only medialexpenses we will pay are reasonable medial expenses that are payable under the Fbrida Motor Vehicle No-Faultiaw. The mostwewill pay for such reasonable medialexpenses is 80% of the "schedule of maximum charges" found in the Fbrida Motor Vehicle No-Fault Law

and in the Limits section of the Florida CarPolicy's No-Fault Coverage.

Based on your driving record, you have our Accident Free Discount for preferred customers.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the paymentas a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon (continued on next page)

Pagenumber1 of6

144211 201 11-01-2015

PolicyNumber: 650 9156-A03-59I Prepared November 10, 2016 Form 1004933



Power To Pay Your Way



Online PC or



Mobile Downbad our PodetAgentApp

Α



Sendus



Call your Agent 561-626-5403 Automated line: 1-800-440-0998 Keycode: 6776840715



Walk in Seeyour State Farm Acent



hsued: LER PLANNING

PolicyNumber: 650 9156-A03-59I

Amount Due: \$648.10

Please pay by January 03, 2017 Make payment to State Farm

1909701256

Insurance Support Center P.O. Box 588002 North Metro, GA 30029-8002

For Office Use Only

4-A4 A APP DT 02-12-2017 2497-FC 0D MUTLVOL **AUTO REN**

\$648.10

0125



as the same daywe receive your payment, and you will not receive your check back from your financial institution.

VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes, please lettus know right away.

2016 CADILAC CTS 1G 6AR 5SS 0G 0119315 HENRY IER, a divorced male, who will be To Work, School or Pleasure. Driven over age 65 as of January 03, 2017. 7,500 m. les armually.	Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used? National average: 12,000 miles driven annually per vehicle
	2016 CADILAC CTS	1G 6AR 5SS 0G 0119315		

Other Household Vehicle(s)

Yourprem im maybe influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

2015 TOYOTA COROLLA

Premium Adjustment

Each year, we review our medial payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determ ine which makes and models have earned decreases or increases from State Farm is standard rates. If any changes resultifrom our reviews, adjustments are reflected in the rates shown on this renewal notice.

PolicyNumber: 650 9156-A03-591 Prepared November: 10, 2016 Page number 2 of 6

> It's What You Know.

Your auto insurance premium is \$648.10.

Did you know you may qualify for a discount? Call State Farm® Agent DONNA M DOYLE INS AGCY INC at 561-626-5403

*Not all discounts are available in every state, and discount amounts may vary by state.



DRIVER INFORMATION

Assigned Driver(s)

The following driver(s) are assigned to the vehicle (s) on this policy.

Name	Age as of January 3, 2017	Gender	Marital Status
HENRY BAGBY LER	65	Male	Dixoced

Other Household Driver(s)

In addition to the Principal Driver(s) and Assigned Driver(s), yourprem im may be influenced by the drivers shown below and other individuals permitted to drive your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that most frequently drive other vehicles in your household.

PATRICK LER

Driverexcluded: KERRY LER EFF 02-10-2006.

Principal Driver & Assigned Drivers

Foreach automobile, the **Principal Driver** is the individual whom ost frequently drives it.

Each driver is designated as an **Assigned Driver** on the household automobile that he or she most frequently drives. Your premium may be influenced by the information shown for these drivers.

IMPORTANT NOTICE REGARDING YOUR PREMIUM

State Farm works hand to offeryou the best combination of price, service, and protection. The amount you pay for autom obile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your carris used, who drives the car, and information from consumer reports.

You have the right to request, no more than once during your policy term, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a bwernate, no change in rate, or a highernate.

COVERAGE AND LIMITS See your policy for an explanation of these coverages.

A	Liability	
•	Bcdily Injury 100,000,800,000	
	Property Damage 50,000	\$241.95
P10	No Fault	\$73.33
C	MedialPayments	
	EmergencyMedical 5,000	
	NotEmergencyMedical1.250	\$17.48
D	500 Deductible Comprehensive	\$45.22
G	500 Deductble Collision	\$186.74
		(continued on next negal

(continued on next page)



COVERAGE AND LIMITS continued U3 UninsuedMotorVehicle Bodily Tripry 50,000,000 \$83.38 Amount Due

The chim experience on yourmake and model of vehicle has resulted in an increase to your vehicle rating group for comprehensive coverage.

The chim experience on yourmake and model of vehicle has resulted in an increase to your vehicle rating group for collision coverage.

The claim experience on yourmake and model of vehicle has resulted in an increase to your liability rating group for bodily injury and on property damage coverages.

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

IMPORTANT INFORMATION ABOUT UNINSURED MOTOR VEHICLE COVERAGE

Now is a good time to consider either adding Uninsued Motor Vehicle Coverage, or increasing your limits for this coverage. This coverage protects you, your esident family members and your passengers in the event of bodily injury sustained in an accident for which an unidentified, uninsued, or underinsued driver is legally liable. You have the right to choose one of these options:

a. selectstacking coverage (U) with any available lim is up to your bodily injury liability coverage lim is, which means that if more than one Uninsured Motor Vehicle Coverage applies, the lim is for the applicable coverages may be added together (Stacking is not available for policies with a named insured that is not a natural person);

b. select, at a reduced premim, non-stacking coverage (U3) with any available limits up to your bodily injury liability coverage limits, which means the Uninsued Motor Vehicle Coverage limits are not added together in most circum stances. The non-stacking coverage on this policy is not available to persons injured while coupying a motor vehicle owned by you or a resident family member which is not insued for uninsued motor stacking by this policy; or c. reject this coverage entirely.

Please contactyour State Farm agentifyou wish to change coverage.

IMPORTANT INFORMATION ABOUT PREMIUM SAVINGS FOR NO-FAULT COVERAGE

(Coverage P - Personal Injury Protection Insurance)
Forpersonal injury protection insurance, the named insured may elect a deductible and to exclude coverage for best of gross income and best of earning capacity ("betwages").
These elections apply to the named insured abne, onto the named insured and all dependent resident relatives. A premium reduction will result from these elections. The named insured is hereby advised not to elect the betwage exclusion if the named insured ordependent resident relatives are employed, since betwages will not be payable in the event of an accident.

Please contactyour agent for information about No-Fault premium savings.

DISCOUNTS These adjustments have already been applied to your premium.

Antibok Brakes	✓
Antibeft	✓
Vehicle Safety	✓
Accident-Free	<u> </u>
Hameownership	
Total Discounts	\$269 <u>.43</u>

FICO FLORIDA AUTOMOBILE INSURANCE geico.com IDENTIFICATION CARD

GOVERNMENT EMPLOYEES INSURANCE COMPANY

Policy Number/Florida Code No. Effective Date 4466-85-08-17/09245

X JPERSONAL INJURY PROTECTION BENEFITS/PROPERTY DAMAGE LIABILITY JBODILY INJURY LIABILITY

Named Insured: JORGE L. VERA

ELISA VERA

Year Make Model 2013 FIAT 500 ABARTH

Vehicle ID No. 3C3CFFFH8DT691996

Phone Number: 1-800-841-3000

Not valid more than one year from effective date.

GOVERNMENT EMPLOYEES INSURANCE COMPANY

Walter DO	VERUICATION (SEE BELOW HIDER	OR COVERAGE PAUDONAMY NOTE:			
INDUREN HORGE LUXS AND ELYSA DEVE VERA ASSI SW 1881H AVE		Eller	ry Hombon 4 nive Dato: 0 Iration Date: 0 Istarcal State: 1	7.09-17	
Michael, Fl. 13175-3816. To which it may column: This letter is to varify that we have laues two and application date fields for the wafinancial corporability requirement for 3. This verification of coverage does no					seted in the effect of or exceeds the
Malo: FIAT Model: 500 ABARTH VIN'3 C3CFFFH8DT691996 COVERAGES BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY PERSONAL INJURY PROTECTION UNLENSURED HOTORIST/STACKED COMPREHENSIVE COLLISION EMERGENCY ROAD SERVICE RENTAL REIMBURSEMENT		LIMITS \$100,000/\$300,000 \$100,000 BASIC INSURED REJECTS FUEL \$35/DAY-\$1050 MA	3	DEOUCTIBLES (ON-DED/INSDA) 1500 DED 1500 DED NON-DED	nEL
Listing Commence P.O. BOX 8305 COCKEYSVILE, MD 21030-8105	Additional Insured.		ested Party		
Additional Information:					

EAUTOMATE NOTE: THE CORREST COME AGES, LIGHTS, AND DEDUCTBLES MAY DEFINE TROM THE COVERAGES, LIMITS, AND DEDUCTBLES IN EFFECT AT OTHER OWNERS DIRECT PERSONS THE POLICY PERSON, THE POLICY PERSON, THE VERBULATION OF COVERAGE REPLECTS. THE COVERAGES, LIMITS AND DEDUCTBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS ABOUT DATE OF THIS PARKET OF THIS PARKET. THE PROPERTY WHICH IS ABOUT DATE OF THIS PARKET. THE PARKET DATE OF THIS PARKET.

Tesped 12/02/2016

RESOLUTION No. 17-97

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT WITH ILER PLANNING FOR THE PROVISION OF PROFESSIONAL PLANNING SERVICES IN THE AMOUNT NOT TO EXCEED \$70,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND TO EXPEND FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 22, 2017, the Mayor and City Council approved the selection of Tindale Oliver & Associates and Iler Planning, the two (2) highest ranking proposers to provide General Planning and Zoning Consulting Services for a three (3) – year period, with two (2) one (1) year renewals for a total of five (5) years; and

WHEREAS, the Iler Planning has been intimately involved in the City's planning efforts since the City's inception and most specifically with the Annual Updates to the Capital Improvement Element, Comprehensive Plan Update and general planning services; and

WHEREAS, staff has recommended that the City Council authorize the City Manager to enter into an agreement with Iler Planning for the provision of professional services in an amount not to exceed \$70,000; and

WHEREAS, the funds for this PSA and corresponding service order are allocated in the Planning and Zoning Department FY 2016-17 budget, account number 00140005.500310.

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

<u>Section 1.</u> Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

<u>Section 2.</u> <u>Approval.</u> The Professional Services Agreement with Iler Planning and the corresponding scope of services, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, in the amount not to exceed \$70,000.00 for the provision of professional planning services (the "Agreement"), is hereby approved.

<u>Section 3.</u> Authorization. The City Manager is hereby authorized to execute and enter into the Agreement and to expend additional funds in furtherance hereof.

<u>Section 4.</u> <u>Effective Date.</u> This Resolution shall take effect immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Absent/Excused
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 24 day of May, 2017.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

CONNIE DIAZ, CMC CITY CLERK

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

WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.

CITY ATTORNEY