

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
INNER CIRCLE TRAINING GROUP, INCORPORATED  
JAMES MAHLE, PRESIDENT  
FOR  
TACTICAL FIREARMS INSTRUCTION & TRAINING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT is made between Inner Circle Training Group, Incorporated, (hereinafter the "Instructor"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

**RECITALS**

WHEREAS, the City of Doral (the "City") has a need to provide tactical firearms training to sworn police officers forming part of a Tactical Response Team; and

WHEREAS, the City desires to engage an instructor to perform the services specified below; and

WHEREAS, the City and Instructor, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the Provision of Services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Instructor and the City agree as follows.

**1. Scope of Services/Deliverables.**

- 1.1 The Instructor shall furnish the following professional instruction services (the "Services") to the City: instruct police officers in the proper technical and practical use of tactical firearms; provide training exercises to enhance shooting performance and accuracy; and provide an evaluation of the taught content, proctored by the Training Unit or designee.
- 1.2 The Services shall be performed in accordance with the Schedule of Classes as provided by the City of Doral Police Department, which may be amended from time to time.

**2. Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain for one calendar year from the date of execution, unless earlier terminated in accordance with Paragraph 7.
- 2.2 Instructor agrees that time is of the essence and Instructor shall complete each deliverable for the Project within the timeframes set forth in the Schedule of Classes and/or the term of the agreement, unless extended by the City Manager.

**3. Compensation and Payment.**

- 3.1 The Instructor shall be compensated in the following manner:

The Instructor shall receive Fifty Dollars (\$50.00) per hour of service rendered not to exceed Sixteen (16) hours per month or a total of Eight Hundred Dollars (\$800.00) per month. Upon completion of the work, Instructor shall submit bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged and shall not exceed seven thousand five hundred dollars (\$7,500.00) for the year.

- 3.2 The City shall pay Instructor 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 Instructor the undisputed portion of the invoice. Upon written request of the Finance Director, the Instructor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

**4. Additional Instructors.**

- 4.1 The Instructor shall be responsible for all payments to any additional instructors that may be needed to complete the Services and shall maintain responsibility for all work related to the Project.
- 4.2 Any Additional Instructors used in performance of the Services must have the prior written approval of the City Manager or his designee.

**5. City's Responsibilities.**

- 5.1 Furnish to Instructor, at the Instructor's written request, any materials, pertinent to the services to be provided by Instructor.
- 5.2 Arrange for access to and make all provisions for Instructor to enter upon City premises as required for Instructor to perform the Services.

**6. Instructor's Responsibilities.**

- 6.1 The Instructor shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by an Instructor 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 Instructor'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 Instructor shall at Instructor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Instructor or Sub Instructor under this agreement

**7. Termination.**

- 7.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Instructor, or immediately with cause.
- 7.2 Upon receipt of the City's written notice of termination, Instructor shall stop work on the Project.
- 7.3 In the event of termination by the City, the Instructor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Instructor has first complied with the provisions of Paragraph 8.4.
- 7.4 The Instructor 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.
- 7.5 If the Instructor wishes to terminate this Agreement prior to the end of the initial term or during the option years, they must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Instructor being unable to do business with the City in the future.

**8. Insurance.**

8.1 The Instructor shall secure and maintain throughout the duration of this Agreement appropriate medical insurance. Use of the City premises will otherwise fall under the City's current insurance coverage.

**9. Nondiscrimination.**

9.1 During the term of this Agreement, Instructor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will 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 Instructor 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 Instructor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Instructor and third parties made pursuant to this Agreement.

11.2 The provisions of this section shall survive termination of this Agreement

**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, at

the following addresses:

For the City: Edward 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 Pastoriza Cole & Boniske, P.L.  
2525 Ponce De Leon Boulevard, 7th Floor  
Coral Gables, FL 33134

For The Instructor: Inner Circle Training Group  
C/O James Mahle, President  
1041 Oriole Avenue  
Miami Springs, FL 33166

**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 Instructor providing services to the City under this Agreement shall be the property of the City.

*Consultant shall comply with § 119.0701  
Fla. Stat.*



*DAE*

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 Instructor involving transactions related to this Agreement.

15.3 The City may cancel this Agreement for refusal by the Instructor 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. Non-assignability.**

16.1 This Agreement shall not be assignable by Instructor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Instructor, 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 Instructor and its employees, volunteers and agents shall be and remain independent contractor 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. Representations and Warranties of Instructor.**

19.1 Instructor hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

19.1.1 Instructor, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

19.1.2 The execution, delivery and performance of this Agreement by

Instructor has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Instructor in accordance with its terms; and

19.1.3 Instructor has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

**20. Compliance with Laws.**

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

**21. Non-collusion.**

21.1 Instructor certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

**22. Truth in Negotiating Certificate.**

22.1 Instructor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Instructor further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

**23. Waiver**

23.1 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.

**24. Survival of Provisions**

24.1 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.

**25. Prohibition of Contingency Fees.**

25.1 The Instructor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Instructor, 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 Instructor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**26. Force Majeure.**

26.1 It is understood that performance of any act by the City or Instructor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

**27. Counterparts**

27.1 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:

  
\_\_\_\_\_  
Connie Diaz, City Clerk

CITY OF DORAL


by:   
\_\_\_\_\_  
Edward Rojas, City Manager

Date: 10.18.17

Approved as to Form and Legal  
Sufficiency for the Use and Reliance of  
the City of Doral Only:

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

INDIVIDUALLY

By:   
\_\_\_\_\_  
James Mahle, President  
Inner Circle Training Group

Date: 9/28/17

**Exhibit "A"**  
**Scope of Services**

The Instructor shall furnish professional services to the City as set forth:

- A. Instruct police officers assigned to the Tactical Response Team in the proper technical and practical use of tactical firearms; and
- B. Provide training exercises to enhance shooting performance and accuracy; and
- C. Provide an evaluation of the taught content, proctored by Sgt. Javier de la Paz or designee.
- D. Term of service will not exceed one (1) year and will not exceed a total cost of seven thousand and five hundred dollars (\$7,500.00).

**Exhibit "B"**  
**Insurance Requirements**

The Instructor shall secure and maintain throughout the duration of this Agreement his own medical insurance.