PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL

AND ILER PLANNING, INC.

FOR

REVIEW, DESIGN, AND REPLACING OR MODIFYING DMU, CMU, PUD REGULATIONS

THIS AGREEMENT is made between ILER PLANNING, INC. an active, for-profit Florida corporation, (hereinafter the "Consultant"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

RECITALS

WHEREAS, Iler Planning, Inc. and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee to provide professional services in response to Ordinance 2020-02 PUD Moratorium (the "Project"); and

WHEREAS, during the June 10, 2020 Council Meeting, the Mayor and City Council Members approved Resolution No. 20-102, authorizing the City to enter into an agreement with Iler Planning, Inc. and subconsultants for the review, design, and replacing or modifying DMU, CMU, PUD regulations; and

WHEREAS, per RFP #2016-46, "General Planning and Zoning Services", Iler Planning, Inc. was selected as one of the top two consulting firms eligible to provide professional planning services. Resolution 17-48 created a three-year contract with Iler Planning, Inc. and allowed the City to extend this contract for two additional years, which the city authorized on March 30, 2020; and

WHEREAS, the City desires to engage Her Planning, Inc. to perform the services specified below.

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, Iler Planning, Inc. and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 Iler Planning, Inc. 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 July 22, 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 up to an additional four (4) months by written notice to Iler Planning, Inc.

2.2 Iler Planning, Inc. 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 Iler Planning Inc. shall be compensated in the following manner:

\$50,000 to be invoiced on monthly percent complete basis. Any additional services requested by the City beyond those described in the tasks above are over and above the fixed \$50,000 fee and will be subject to additional cost. This includes any extension of the four (4) month completion timeframe specified below not caused by the consultant

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

4. City's Responsibilities.

4.1 Furnish to Iler Planning, Inc., at its written request, existing studies, reports, and other data pertinent to the services to be provided by the Iler Planning, Inc.

5. Sub-providers.

- 5.1 Iler Planning, Inc. shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Service.
- Any sub-providers used on the Service must have the prior written approval of the City Manager or his designee.

6. <u>Iler Planning, Inc. Responsibilities.</u>

6.1 Iler Planning, Inc. shall exercise the same degree of care, skill and diligence in the performance of the Service as is ordinarily provided by Iler Planning, Inc. under similar circumstances. The City in no way assumes or shares any responsibility or liability of Iler Planning, Inc. or Sub Provider under this agreement.

7. Termination.

- 7.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to Iler Planning, Inc., or immediately with cause, with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which, Iler Planning, Inc. fails to cure within five (5) days of receiving notice from the City of such breach; a failure on the part of, Iler Planning, Inc. 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, Iler Planning, Inc. shall stop work on the project.
- 7.3 In the event of termination by the City, Iler Planning, Inc. shall be paid for all work accepted by the City Manager up to the date of termination, provided that Iler Planning, Inc. has first complied with the provisions of Paragraph 7.4.
- 7.4 Iler Planning, Inc. 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 fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.
- 7.5 If Iler Planning, Inc. 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 Iler Planning, Inc. being unable to do business with the City in the future.

8. Insurance.

8.1 Iler Planning, Inc. 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.

9. Nondiscrimination.

9.1 During the term of this Agreement, Iler Planning, Inc. and sub-providers 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 Iler Planning, Inc. 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 Iler Planning, Inc. performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between Iler Planning, Inc. and third parties made pursuant to this Agreement. Iler Planning, Inc. 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 Iler Planning, Inc. 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 (10) dollars 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 Iler Planning, Inc.

12. Notices/Authorized Representatives.

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 Consultant:

Henry Iler

Iler Planning Inc.

1688 Meridian Avenue, Suite 720 Miami Beach, Florida 33139

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 Iler Planning, Inc. 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 Iler Planning, Inc. involving transactions related to this Agreement.
- 15.3 The City may cancel this Agreement for refusal by Iler Planning, Inc. 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.
- 15.4 In addition to other contract requirements provided by law, Iler Planning, Inc. shall comply with public records laws, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16. Non assignability.

16.1 This Agreement shall not be assignable unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of Iler Planning, Inc., 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 Iler Planning, Inc. 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 Iler Planning, Inc. agrees that it will not take any Federal tax position inconsistent with it being a service provider.

19. Representations and Warranties of Iler Planning, Inc.

- 19.1 Iler Planning, Inc. hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:
 - (a) It shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder:

- (b) Iler Planning, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Iler Planning, Inc. 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 it in accordance with its terms; and
- (d) Her Planning, Inc. 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 Iler Planning, Inc. shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Service.
- 20.2 Iler Planning, Inc. 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.

21. Non-collusion

21.1 Iler Planning, Inc. 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 Iler Planning, Inc. 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.

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

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 Iler Planning, Inc. warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Iler Planning, Inc., 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 Iler Planning, Inc., 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 Iler Planning, Inc. 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. 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.

28. Interpretation.

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.

28.2 Preparation of this Agreement has been a joint effort of the City and Iler Planning, Inc. 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.

29. Discretion of City Manager.

29.1 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.

30. Third Party Beneficiary

30.1 Iler Planning, Inc. 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.

31. No Estoppel

31.1 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 Iler Planning, Inc. shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Iler Planning, Inc. 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.

[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

Albert P. Childress, City Manager

Date: 04. 20, 2020

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

Luis Figueredo, Esq.

City Attorney

Iler Planning, Inc.

By: HENRY ILEN

Date: 10-14-20

City of Doral

DMU, CMU, TND and PUD Moratorium Study

Scope of Services

Prepared by: Henry Iler, AICP Iler Planning Inc.

5-19-20

<u>Introduction</u>

The City of Doral would like to proactively address significant community concerns and issues that have arisen over the past several years with respect to the review, approval and implementation of development projects in the DMU (Downtown Mixed Use), CMU (Community Mixed Use), and TND (Traditional Neighborhood Development) mixed use land use categories. These land use categories are often implemented in the City's Land Development Regulations (LDRs) via the DMU, CMU, TND and PUD (Planned Unit Development) zoning districts and related code provisions. These LDR provisions will also be addressed.

For this effort, the City has requested that Iler Planning, working with Hall Planning and Engineering (transportation) and MAPS Design Studio (urban design), prepare this scope of services and cost proposal to specifically identify the primary community issues and concerns, and prepare recommendations to effectively address them in future development approvals. Some overall initial issues expressed to-date involve better community connectivity for all transportation modes, need to review and update urban design standards, and the PUD process itself. It is anticipated implementation of the final consultant recommendations will involve both a Comprehensive Plan amendment and revisions to the City's Land Development Regulations (LDRs). The tasks comprising this scope of services are provided below.

Tasks

- 1. <u>Project Kick-off Meeting</u>. The consultant team will meet with staff to review the scope tasks and responsibilities, project schedule, and staff/consultant coordination procedures, including critical dates.
- 2. <u>Identification of Primary Issues</u>. The primary issues and perceived problems with the implementation of development projects in the DMU, CMU and PUD land use categories and zoning districts over the past 3-4 years will be summarized by staff in a technical memorandum. The memorandum will also identify specific DMU, CMU and/or PUD projects where the problems occurred. The consultant team will meet with staff to review the memorandum and discuss potential solutions.
- 3. <u>Preparation of Preliminary Recommendations</u>. The consultant team will prepare a technical memorandum outlining the preliminary project recommendations for both amendments to the Comprehensive Plan and revisions to the LDRs. The recommended Comprehensive Plan amendments will be limited to the text of the DMU, CMU and TND land use category descriptions. The recommendations will also include proposed revisions to DMU, CMU, TND and PUD zoning districts and related LDR-provisions addressing green development, transportation connectivity and urban design.

- 4. <u>Staff Review</u>. Following initial staff review of the technical memorandum in Task 3, the consultant team and staff will meet to discuss the preliminary recommendations. Consultant will revise the preliminary recommendations per staff input and prepare revised recommendations for a Council workshop draft.
- 5. <u>Council Workshop</u>. The consultant team will be available to participate in a Council workshop to review and discuss the revised preliminary recommendations.
- 6. <u>Final Recommendations</u>. The consultant team will revise the recommendations based on workshop input and produce the final recommendations, in report format, for the Comprehensive Plan amendment and LDR revisions. The recommendations will include a strike-thru and underline format providing the specific language to be inserted and/or deleted in the policies of the Comprehensive Plan and regulatory provisions of the LDRs.

Fee

\$50,000 to be invoiced on monthly percent complete basis. Any additional services requested by the City beyond those described in the tasks above are over and above the fixed \$50,000 fee and will be subject to additional cost. This includes any extension of the four (4) month completion timeframe specified below not caused by the consultant.

Work Products and Public Meetings

The consultant team is responsible for three (3) deliverables: two (2) technical memorandums providing the preliminary recommendations (Tasks 3 and 4) and the final report in Task 6. One (1) hard copy and one (1) electronic copy of each deliverable will be submitted.

City staff is responsible for the technical memorandum described in Task 2, preparation of all legal documents and staff reports, public meeting notice and Council presentations. In addition, the City will arrange for all in-person and online meetings, including venue, supplies, set up, clean-up, etc. It will also host an online large document account (like Dropbox) containing all project related reference materials, including latest LDRs, Comprehensive Plan, Green Master Plan, current DMU, CMU, TND and PUD approval documents and other documents identified as a result of the kick-off meeting.

Completion Schedule

It is anticipated Tasks 1-6 above will be completed within 4 months from notice-to-proceed.



HBIPLAN-02

KEOHANEK

DATE (MM/DD/YYYY) 10/1/2020

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.

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					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.																			
The City of Doral Florida 8401 NW 53 Terrace IDoral, Fl. 33166						AUTHORIZED REPRESENTATIVE Olsevie Wanson																		

ACORD 25 (2016/03)

Doral, FL 33166

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RESOLUTION No. 20-102

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ILER PLANNING FOR PROFESSIONAL SERVICES CONNECTED WITH A PLANNED MORATORIUM ON PUD, DMU, CMU ZONING DISTRICTS; PROVIDING RECOMMENDATIONS AND MODIFICATIONS TO REVISE THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE IN THE AMOUNT NOT TO EXCEED \$50,000.00; 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 22, 2017, the City of Doral awarded a Request for Proposals #2016-44, "General Planning and Zoning Services," to Iler Planning and Tindale Oliver and Associates, the two top selected firms under Resolution No.17-48; and

WHEREAS, On May 24, 2017, the City of Doral approved an agreement with Iler Planning for Professional Planning Services under Resolution No. 17-97; and

WHEREAS, the City decided to extend these agreements on March 30, 2020, providing for an additional two years of services; and

WHEREAS, the City of Doral Mayor and City Council is set to vote on a PUD, DMU, CMU moratorium for twelve (12) months to allow staff and our consultant team to evaluate the current regulations and suggest modifications to promote orderly development and fulfill the vision of the City of Doral; and

WHEREAS, the consultant will be recommending updates to general process and procedures, clarifying the use of these zoning sections, and clarifying the order of documents that are prepared in coordination with these zoning sections; and

WHEREAS, other items that we expect to evaluate is the transportation sections to achieve a walkable, bikeable, safe environment, streetscape standards and the interaction of the public to private property is very important in mixed use centers to facilitate businesses on the ground floor and activity towards the streets, platting and the use of public vs private roadways will be explored, transit and alternative transportation methods will be evaluated for the future and looking at our current and Future Land Use Map categories and Zoning categories to see if we have a full complement of densities, intensities, and urban form to promote a variety of building types, incomes, sizes, and any relevant bonuses for items that the city sees as promoting the greater welfare of the public such as parks, plazas, sustainability metrics, transit, wayfinding and other general criteria; and

WHEREAS, staff respectfully requests that the Mayor and the City Council Members approve the consultant professional services agreement with Iler Planning and subconsultants; and

WHEREAS, funds for this service will be available in the Planning and Zoning Professional Services account, # 001.40005.500310 not to exceed \$50,000.00.

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

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

<u>Section 2.</u> The agreement/proposal with Iler Planning as listed in the professional services agreement as presented is hereby approved.

<u>Section 3.</u> The City Manager is authorized to the City to enter into the agreement, for the term of the contract and any necessary extension to hire the consultant for an amount not to exceed \$50,000.00 per the contract's terms of service from Professional Services account # 001.40005.500310.

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

<u>Section 5.</u> This Resolution shall take effect immediately upon adoption.

Res. No. 20-102 Page 4 of 4

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption.

The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 10 day of June, 2020.

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