

**RESOLUTION No. 20-16**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-323(2) OF THE CITY'S CODE OF ORDINANCES, APPROVING AN AGREEMENT WITH THE DOUG WILLIAMS GROUP FOR PROCESS REVIEW ENGAGEMENT IN AN AMOUNT NOT TO EXCEED \$14,300.00 FROM THE GENERAL GOVERNMENT PROFESSIONAL SERVICES ACCOUNT No. 001.50005.500310; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") seeks to engage a professional consultant to conduct a follow-up of implementations made to the permitting process for the Public Works, Planning and Zoning and Building Departments; and

**WHEREAS**, the City has already retained the services of the Doug Williams Group to conduct a study of the permitting procedures by the Building Department; and

**WHEREAS**, the City had retained the services of the Doug Williams Group to expand the study to include the permitting procedures for the Public Works and Planning and Zoning Department; and

**WHEREAS**, on June 12, 2019 the Doug Williams Group submitted their final report to the Mayor and City Councilmembers; and

**WHEREAS**, the Mayor and City Councilmembers voted to approve the final report from the Doug Williams Group and after 180 days conduct a further review to determine if implementations that were enacted where still ongoing.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, 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 2-323(2) of the City Code of Ordinances, a Professional Service Agreement with the Doug Williams Group for the provision of a validation /process review against existing department standard operating practices and implement an ongoing (monthly) customer satisfaction measurement system for both resident and non-resident issued permits and approved inspections for the Public Works, Planning and Zoning and Building Departments, in accordance with the proposal, attached hereto as Exhibit "A" and incorporated herein by this reference, in an amount not to exceed \$14,300.00 is hereby approved.

**Section 3. Authorization.** The City Manager is hereby authorized to negotiate and enter into an agreement on behalf of the City with the Doug Williams Group, subject to approval as to form and legal sufficiency by the City Attorney, and to expend budgeted funds in furtherance hereof.

**Section 4. Implementation.** The City Manager is hereby authorized to take such actions as may be necessary to implement the provisions of this resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

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	Not Present at Time of Vote
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Absent / Excused
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 12 day of February, 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

# EXHIBIT “A”

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
THE DOUG WILLIAMS GROUP, INC.  
FOR  
PROCESS REVIEW ENGAGEMENT**

**THIS AGREEMENT** is made between **THE DOUG WILLIAMS GROUP, INC.** an active, for-profit Florida corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**WHEREAS**, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for VALIDATION/PROCESS REVIEW AGAINST EXISTING DEPARTMENT STANDARD OPERATING PRACTICES AND PERFORM AN ONGOING ( MONTHLY) CUSTOMER SATISFACTION MEASUREMENT SYSTEM FOR BOTH RESIDENT AND NON-RESIDENT ISSUED PERMITS AND APPROVED INSPECTIONS FOR THE PUBLIC WORKS, PLANNING AND ZONING AND BUILDING DEPARTMENTS. (the "Project"); and

**WHEREAS**, the Project would commence upon approval of the agreement at the February 12, 2020 City Council Meeting and the Project would be completed within 90-120 days with a presentation before the Mayor and City Council-members at a monthly City Council meeting; and

**WHEREAS**, Section 2-321 of the City of Doral Code of Ordinances authorizes the wavier of the City's competitive bidding process, upon the recommendation of the City Manager that is in the City's best interest to do so due to the nature of the good and/or services; and

**WHEREAS**, the City Council approved staff's recommendation during its June 13, 2018 Regular Council Meeting via Resolution No. 18-96 and authorized the City Manager to enter into an agreement on behalf of the City with The Doug Williams Group, Inc.

**WHEREAS**, the Provider and City, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services.

**WHEREAS**, the City desires to engage the Contractor to perform the services specified below.

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

- 1.1 The Provider 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 August 1, 2020, 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 by written notice to the Consultant.

2.2 Provider 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 The Provider shall be compensated in the following manner:

A lump annual sum amount of \$14,300 regardless of the number of hours or length of time necessary for Contractor to complete the Scope of Services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. Upon completion of the work, and presentation of report to Council, Provider 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.

3.2 The City shall pay Provider 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 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-providers.**

4.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Service.

4.2 Any sub-providers used on the Service must have the prior written approval of the City Manager or his designee.

5. **Provider's Responsibilities.**

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

6. **Conflict of Interest.**

6.1 To avoid any conflict of interest or any appearance thereof, Provider 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.

7. **Termination.**

7.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause, with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the City of such breach; a failure on the part of Provider 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, Provider shall stop work on the project.

7.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 7.4.

7.4 The Provider 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 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

7.5 If the Provider 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 the Provider being unable to do business with the City in the future.

8. **Insurance.**

8.1 The Provider 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.

8.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. 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.

9. **Nondiscrimination.**

9.1 During the term of this Agreement, Provider 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 Provider 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 Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider 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 Provider'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.

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 Provider.

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: Albert P. Childress  
City Manager  
City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.  
City Attorney  
City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

For the Provider: Doug Williams  
Chief Executive Officer  
The Doug Williams Group, Inc.  
18001 Old Cutler Rd., Suite 646  
Palmetto Bay, Fl. 33157

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 the Provider 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 Provider involving transactions related to this Agreement.

15.3 The City may cancel this Agreement for refusal by the Provider 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. **Nonassignability.**

16.1 This Agreement shall not be assignable by Provider. The City is relying upon the apparent qualifications and personal expertise of the Provider, 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, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

18. **Independent Contractor.**

18.1 The Provider 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 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

19. **Compliance with Laws.**

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

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

24. **Interpretation.**

24.1 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.

24.2 Preparation of this Agreement has been a joint effort of the City and Provider 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.

25. **Discretion of City Manager.**

25.1 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.

26. **Third Party Beneficiary**

26.1 Provider 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.

27. **No Estoppel**

27.1 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 Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's 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.

**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 Provider by and through its President, whose representative has been duly authorized to execute same.

Attest:

**CITY OF DORAL**

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

By: \_\_\_\_\_  
Albert P. Childress  
City Manager

Date: \_\_\_\_\_

Approved As To Form and Legal Sufficiency for the Use

**PROVIDER**

And Reliance of the City of Doral Only:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Luis Figueredo, ESQ.

**“EXHIBIT A”**

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

1. Conduct validation/process reviews against existing departments (Public Works Planning and Zoning & Building Departments) standard operating practices to:
  - Identify process improvement opportunities for incorporation into the department's improvement action plan.
  - Validate/audit or update all department standard operating practices.
2. Implement an ongoing (monthly) customer satisfaction measurement system for both resident and non-resident issued permits and approved inspections.
  - Brief telephone interviews of recently served customers (representative samples).
  - Gather customer satisfaction metrics and actionable improvement suggestions.