



March 25, 2024

Kathie Brooks

Interim City Manager

Claudia Perera, Post-Award Coordinator II
Office of Research and Economic Development
Florida International University
11200 SW 8th Street, MARC 430
Miami, FL 33199

Ref: Extension of Professional Services Agreement for FIU Economic Study

As you are aware, the above referenced professional services agreement was originally scheduled to end on September 30, 2023. We are aware that the report is substantially completed and wish to extend the term of this agreement to be able to finalize payment and allow for the completion of the study. The City of Doral invites your organization to extend the term of this agreement as referenced in Section 2.1 of the agreement, which states that "the City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Provider." The term of the agreement shall remain in full force and effect. The new expiration date will now be March 30, 2024.

Kindly sign this notice with your acceptance and return at your earliest convenience.

The City wishes to thank you and your team for the services you have provided. It is fully realized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Kathie Brooks".

Kathie Brooks
Interim City Manager

Accepted: Florida International University

Ana M. Villafana
Sr. Director, Award Services

Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES
FOR
PREPARATION OF THE CITY OF DORAL ECONOMIC ANALYSIS UPDATE**

THIS AGREEMENT is made between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**, a Florida public university, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for professional consulting services; and

WHEREAS, the City desires to engage the Provider to prepare the City of Doral Economic Analysis Update (“the Project”), an update of the 2017 City of Doral Economic Analysis.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Provider and the City agree as follows.

1. Scope of Services/Deliverables.

1.1 The Provider shall furnish professional consulting services to the City consistent with the requirements set forth in Section 163.3177 of the Florida Statutes and scope of services, titled proposal, “City of Doral Economic Analysis Update 2023,” dated October 13th, 2022, specified below attached hereto as Exhibit “A.”

1.2 The “Scope of Services” includes the project schedule (breakdown of tasks), timeline and deliverables, and budget 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 September 30, 2023, 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 Provider.

2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager or his/her designee; provided, however, that if the performance by either party of any of its obligations under this Agreement is delayed or prevented by circumstances beyond its reasonable control, that party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance is more than thirty (30) calendar days, the other party may terminate this Agreement with immediate effect by giving written notice.

3. **Compensation and Payment.**

3.1 The Provider shall be compensated in the following manner:

A lump sum amount of FIFTY THOUSAND DOLLARS and ZERO CENTS (\$ 50,000.00), regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider 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, Provider shall submit its bill[s] for payment in a form reasonably approved by the City. The bill[s] shall identify the services completed and the amount charged.

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/her designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Conflict of Interest.**

7.1 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.

8. **Termination.**

8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.

8.2 Upon receipt of the City's written notice of termination, Provider shall immediately cease all work and/or activities associated with the Project.

8.3 The Provider 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 Pursuant to Fla. Stat. Section 1001.72, Consultant, a public instrumentality of the State of Florida, maintains insurance coverage under the State of Florida Risk Management Trust Fund, established pursuant to Chapter 284,

Florida Statutes, and administered by the State of Florida, Department of Insurance and Workers' Compensation Insurance as required by law.

10. **Nondiscrimination.**

10.1 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, gender identity or gender expression or national origin and agrees 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. **Indemnification.**

12.1 Each party agrees to be (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby neither party shall be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by said party arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of either party to be sued; or iii) a waiver of sovereign immunity of either party beyond the waiver described herein and provided in §768.28, Florida Statutes.

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 Provider.

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: Barbara Hernandez
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Provider: Mr. Robert Gutierrez
Assistant Vice President for Research
11200 SW 8th Street, MARC 430
Miami, FL 33199

14. **Governing Law.**

15.1 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.

15. **Entire Agreement/Modification/Amendment.**

- 16.1 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.
- 16.2 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 Provider providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or his/her 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.
- 16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his/her designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.4 In addition to other contract requirements provided by law, Provider 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.

16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

(a) Service quality, attentiveness, courteousness, etc.;

17. **No assignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. 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.

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 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.

20. **Representations and Warranties of Provider.**

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

(a) Provider, 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;

(b) Provider 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 Provider 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 Provider in accordance with its terms; and

(d) Provider 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.

21. **Compliance with Laws.**

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

21.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Provider.

22. **Non-collusion.**

22.1 Provider 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.

23. **Truth in Negotiating Certificate.**

23.1 Provider 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. Provider 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.

24. **Waiver**

24.1 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.

25. **Survival of Provisions**

25.1 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.

26. **Prohibition of Contingency Fees.**

26.1 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.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider 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

28. **Counterparts**

28.1 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.

29. **Interpretation.**

29.1 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.

29.2 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.

30. **Discretion of City Manager.**

30.1 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.

31. **Third Party Beneficiary**

31.1 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.

32. **No Estoppel**


32.1 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.

[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

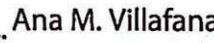
By: 

Barbara Hernandez, City Manager
Date: 1/18/2023

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



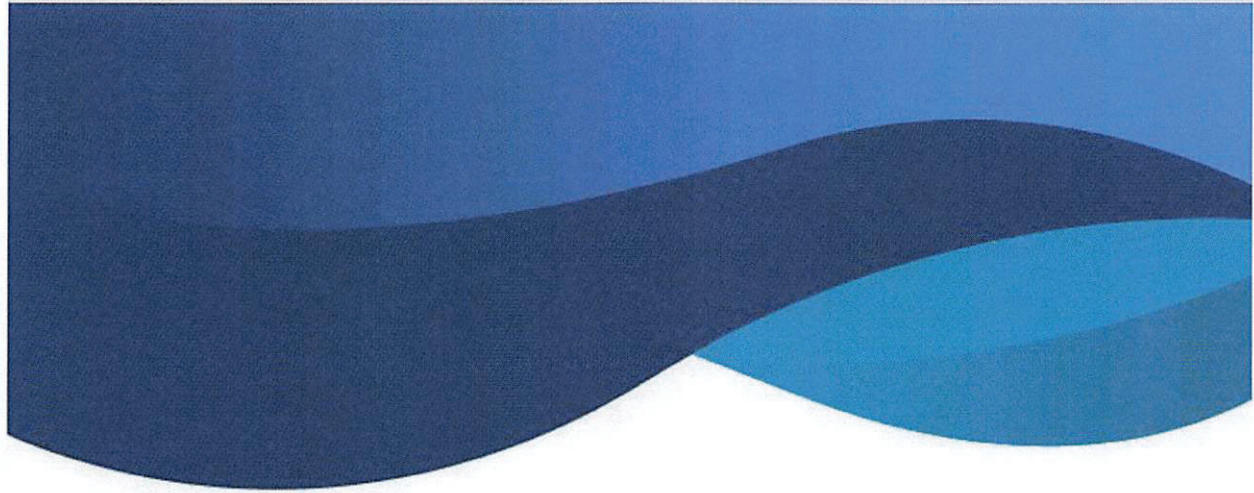
Luis Figueredo, Esq.
City Attorney

Ana Villafana
J.L By: 
Its: Associate Director, Award Services
Date: _____

Digitally signed by Ana M. Villafana
DN: cn=Ana M. Villafana, o=Florida International
University, ou=ORCID, email=avillaf@fiu.edu, c=US
Date: 2023.01.18 12:45:18 -0500

Exhibit "A"

Scope of Services



Scope of Services

City of Doral Economic Analysis Update

October 13, 2022

Submitted By:

FIU | Jorge M. Pérez
Metropolitan Center
FLORIDA INTERNATIONAL UNIVERSITY
1930 S.W. 145th Avenue
Miramar, FL 33027
Office: 954-438-8603
Fax: 954-438-8651
<http://metropolitan.fiu.edu>

FIU Metropolitan Center – Who We Are

The Jorge M. Perez Metropolitan Center at Florida International University (FIU) is the leading urban “think tank” in South Florida established in 1997 as an applied research unit under the School of International and Public Affairs (SIPA). The Center has a solid record of providing technical services to communities in the areas of economic development, housing, and population studies. Since the COVID pandemic, the Metropolitan Center has served as the leading think tank on the economic and community impacts of the pandemic. The Center has produced a series of webinars, infographics, and policy briefs on the topic. The Center is also inserting nuance thinking on the post-COVID economy in several current planning studies in Palm Beach, Lee, and Miami-Dade Counties.

The Center’s approach to providing technical services is to take into account the unique needs of individual communities, while adhering to recognized methodologies for data analysis and reporting. The Center houses the ongoing South Florida Regional Database Project, which includes asset mapping, best practice research, and full in-house Remote Sensing and Geographic Information Systems (GIS) capabilities. Moreover, the Metropolitan Center is a Census Information Center (CIS), which allows for early access to release data and data with restricted use.

The Center’s unique expertise is our ability to formulate comprehensive solutions to complex public policy issues. The Center’s senior leadership has over 100 years of experience in strategic analysis, community and development, affordable housing, population studies, community needs assessments, and survey and public opinion analysis. Our multi-disciplinary team of experts has the capacity to deliver high quality plans with strong community support, with an established record of successful implementation.

In addition, the Metropolitan Center has the unique capacity to draw on the expertise of FIU’s talented academic community. The Center serves as a “portal” for its clients to enable easy access to key FIU departments and research centers. The Center works closely with School of Architecture, College of Business, Lehman Center for Transportation Research and Department of Public Administration. Lastly, the Center has a history of providing on-going support to its municipal clients beyond the negotiated scope of services. Municipal clients know they can call on the Metropolitan Center for follow-up technical assistance and cutting-edge best practice research at no additional cost. Our multi-disciplinary team of experts has the capacity to deliver high quality plans with strong community support, with an established record of successful implementation.

Scope of Services

A. Background

The following draft scope of work summarizes the Jorge M. Perez FIU Metropolitan Center's (JPMC) approach and methodology for updating the *2017 City of Doral Economic Analysis*. The study will provide a current analysis of the city's key economic metrics and indicators provided in 2017.

The economic analysis applies a variety of public and proprietary data sources to provide the most thorough analysis of the city's population trends, economy, real estate markets, and industry sectors. Data sources include the U.S. Census, *American Community Survey*, Florida Department of Economic Opportunity (DEO) *Quarterly Census of Employment and Wages (QCEW)*, *Current Employment Statistics (CES)*, *Local Area Unemployment Statistics (LAUS)*, *Occupational Employment Statistics and Wages (OES)*, and *Employment Projections 2022-2029*. Proprietary data and information sources include Costar, EMSI, Cushman and Wakefield, and the Florida Association of Realtors. The economic impacts associated with the post-COVID environment has elevated the need for the most current data analysis and reporting. As such, the economic analysis incorporates all available industry and employment data with the Center's expertise in applying important data sets to the city's economic analysis.

B. Scope of Services Deliverables – City of Doral Updated Economic Analysis

Task #1. Demographic Analysis

The JPMC will provide an updated analysis of the City of Doral's population characteristics, including:

- Population trends
- Household types
- Household and family income
- Population age
- Educational attainment
- Race & ethnicity
- Population growth projections

Task #2. Economic Analysis

The JPMC will provide an updated analysis of the City of Doral's economy, including:

- Labor force
- Class of workers
- Employment by occupation
- Employment by industry
- Employment growth forecasts
- Wages and salaries
- Local employment and workplace location trends (i.e. self-employment, telecommuting)

- Employment inflow/outflow
- Business inventory by industry and size
- Small business development
- Advanced industry sector
- Targeted industries

Task #3. Real Estate Analysis

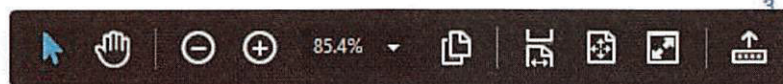
The JPMC will provide an updated analysis of the City of Doral's real estate activity including:

- Real estate trends
- Retail market
- Office market
- Industrial market
- Residential market

C. City of Doral Economic Plan Update: Economic Development Strategies
Based on the above economic analysis, the JPMC will provide economic development strategy recommendations to the City of Doral.

D. Timeline and Budget

Deliverables		Cost
Economic Analysis	20 days	\$10,000
Task 1. Demographic Analysis		
Task 2. Economic Analysis	40 days	\$20,000
Task 3. Real Estate Analysis	30 days	\$10,000
Economic Development Strategies	20 days	\$10,000
	110 business days	\$50,000



RESOLUTION No. 23-14

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT WITH FLORIDA INTERNATIONAL UNIVERSITY TO PRODUCE AN UPDATE OF THE CITY OF DORAL ECONOMIC ANALYSIS PRODUCED BY THE FIU JORGE M. PEREZ METROPOLITAN CENTER IN 2017; IN AN AMOUNT NOT TO EXCEED \$50,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS FROM ACCOUNT No. 001.40005.500310 ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral seeks to engage Florida International University (FIU) to produce an update of the City of Doral Economic Analysis produced by the FIU Jorge M. Perez Metropolitan Center in 2017, for an amount not to exceed \$50,000 to be expended from Account # 001.40005.500310; and

WHEREAS, the report will provide an updated assessment of the city's demographics, economy, and real estate conditions based on the most recent data, as well as propose economic development strategic recommendations to the City of Doral; and

WHEREAS, the 2023 update will gather and provide the most current data available in all the areas included in the original study and highlight how the city has evolved since 2017; and

WHEREAS, the City is willing to commission the updated study by compensating Florida International University in an amount not to exceed \$50,000.00 to update the City of Doral Economic Analysis as set forth in Exhibit "A," whose expenses shall be paid from said budget; and

WHEREAS, the planned update of the City of Doral Economic Analysis was funded by the Mayor and the City Council during the FY2023 Budget process in September 2022 and approved for funding in the FY2023 Adopted Budget for the purpose of producing the “FIU Economic Study 5-Year Update” through a \$50,000.00 line item in the Planning and Zoning Department’s Professional Services Account, #001.40005.500310.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made as part hereof by this reference.

Section 2. Approval. The City Manager is authorized to enter the City into an agreement, for the term of the contract to engage Florida International University to produce an update of the City of Doral Economic Analysis originally produced in 2017, for an amount not to exceed \$50,000.00 per the contract’s terms of service.

Section 3. Authorization. The Mayor and City Council of the City of Doral, Florida hereby authorizes the City Manager to expend funds in an amount not to exceed \$50,000.00 from the Planning and Zoning Department’s Professional Services Account, # 001.40005.500310, to fund the FIU update of the City of Doral Economic Analysis.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption.

The motion was seconded by Councilmember Porras and upon being put to a vote, the

vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 11 day of January, 2023.



CHRISTI FRAGA, 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 FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES
FOR
PREPARATION OF THE CITY OF DORAL ECONOMIC ANALYSIS UPDATE**

THIS AGREEMENT is made between **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**, a Florida public university, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

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WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for professional consulting services; and

WHEREAS, the City desires to engage the Provider to prepare the City of Doral Economic Analysis Update (“the Project”), an update of the 2017 City of Doral Economic Analysis.

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1.2 The “Scope of Services” includes the project schedule (breakdown of tasks), timeline and deliverables, and budget to the City.

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3. **Compensation and Payment.**

3.1 The Provider shall be compensated in the following manner:

A lump sum amount of FIFTY THOUSAND DOLLARS and ZERO CENTS (\$ 50,000.00), regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider 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, Provider shall submit its bill[s] for payment in a form reasonably approved by the City. The bill[s] shall identify the services completed and the amount charged.

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/her designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Conflict of Interest.**

7.1 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.

8. **Termination.**

8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.

8.2 Upon receipt of the City's written notice of termination, Provider shall immediately cease all work and/or activities associated with the Project.

8.3 The Provider 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 Pursuant to Fla. Stat. Section 1001.72, Consultant, a public instrumentality of the State of Florida, maintains insurance coverage under the State of Florida Risk Management Trust Fund, established pursuant to Chapter 284,

Florida Statutes, and administered by the State of Florida, Department of Insurance and Workers' Compensation Insurance as required by law.

10. **Nondiscrimination.**

10.1 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, gender identity or gender expression or national origin and agrees 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. **Indemnification.**

12.1 Each party agrees to be (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby neither party shall be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by said party arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of either party to be sued; or iii) a waiver of sovereign immunity of either party beyond the waiver described herein and provided in §768.28, Florida Statutes.

- 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 Provider.

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: Barbara Hernandez
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Luis Figueredo
 City Attorney
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

For The Provider: Mr. Robert Gutierrez
 Assistant Vice President for Research
 11200 SW 8th Street, MARC 430
 Miami, FL 33199

14. **Governing Law.**

- 15.1 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.

15. **Entire Agreement/Modification/Amendment.**

- 16.1 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.
- 16.2 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 Provider providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or his/her 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.
- 16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his/her designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.4 In addition to other contract requirements provided by law, Provider 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.

16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

(a) Service quality, attentiveness, courteousness, etc.;

17. **No assignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. 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.

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 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.

20. **Representations and Warranties of Provider.**

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

(a) Provider, 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;

(b) Provider 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 Provider 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 Provider in accordance with its terms; and

(d) Provider 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.

21. **Compliance with Laws.**

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

21.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Provider.

22. **Non-collusion.**

22.1 Provider 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.

23. **Truth in Negotiating Certificate.**

23.1 Provider 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. Provider 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.

24. **Waiver**

24.1 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.

25. **Survival of Provisions**

25.1 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.

26. **Prohibition of Contingency Fees.**

26.1 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.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider 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

28. **Counterparts**

28.1 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.

29. **Interpretation.**

29.1 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.

29.2 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.

30. **Discretion of City Manager.**

30.1 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.

31. **Third Party Beneficiary**

31.1 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.

32. **No Estoppel**

32.1 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.

[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

By: _____
Barbara Hernandez, City Manager

Date: _____

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

Luis Figueredo, Esq.
City Attorney

Mr. Robert Gutierrez

By: _____

Its: _____

Date: _____



Scope of Services

City of Doral Economic Analysis Update

October 13, 2022

Submitted By:

FIU | Jorge M. Pérez
Metropolitan Center

FLORIDA INTERNATIONAL UNIVERSITY
1930 S.W. 145th Avenue
Miramar, FL 33027
Office: 954-438-8603
Fax: 954-438-8651
<http://metropolitan.fiu.edu>

FIU Metropolitan Center – Who We Are

The Jorge M. Perez Metropolitan Center at Florida International University (FIU) is the leading urban “think tank” in South Florida established in 1997 as an applied research unit under the School of International and Public Affairs (SIPA). The Center has a solid record of providing technical services to communities in the areas of economic development, housing, and population studies. Since the COVID pandemic, the Metropolitan Center has served as the leading think tank on the economic and community impacts of the pandemic. The Center has produced a series of webinars, infographics, and policy briefs on the topic. The Center is also inserting nuance thinking on the post-COVID economy in several current planning studies in Palm Beach, Lee, and Miami-Dade Counties.

The Center’s approach to providing technical services is to take into account the unique needs of individual communities, while adhering to recognized methodologies for data analysis and reporting. The Center houses the ongoing South Florida Regional Database Project, which includes asset mapping, best practice research, and full in-house Remote Sensing and Geographic Information Systems (GIS) capabilities. Moreover, the Metropolitan Center is a Census Information Center (CIS), which allows for early access to release data and data with restricted use.

The Center’s unique expertise is our ability to formulate comprehensive solutions to complex public policy issues. The Center’s senior leadership has over 100 years of experience in strategic analysis, community and development, affordable housing, population studies, community needs assessments, and survey and public opinion analysis. Our multi-disciplinary team of experts has the capacity to deliver high quality plans with strong community support, with an established record of successful implementation.

In addition, the Metropolitan Center has the unique capacity to draw on the expertise of FIU’s talented academic community. The Center serves as a “portal” for its clients to enable easy access to key FIU departments and research centers. The Center works closely with School of Architecture, College of Business, Lehman Center for Transportation Research and Department of Public Administration. Lastly, the Center has a history of providing on-going support to its municipal clients beyond the negotiated scope of services. Municipal clients know they can call on the Metropolitan Center for follow-up technical assistance and cutting-edge best practice research at no additional cost. Our multi-disciplinary team of experts has the capacity to deliver high quality plans with strong community support, with an established record of successful implementation.

Scope of Services

A. Background

The following draft scope of work summarizes the Jorge M. Perez FIU Metropolitan Center's (JPMC) approach and methodology for updating the *2017 City of Doral Economic Analysis*. The study will provide a current analysis of the city's key economic metrics and indicators provided in 2017.

The economic analysis applies a variety of public and proprietary data sources to provide the most thorough analysis of the city's population trends, economy, real estate markets, and industry sectors. Data sources include the U.S. Census, *American Community Survey*, Florida Department of Economic Opportunity (DEO) *Quarterly Census of Employment and Wages (QCEW)*, *Current Employment Statistics (CES)*, *Local Area Unemployment Statistics (LAUS)*, *Occupational Employment Statistics and Wages (OES)*, and *Employment Projections 2022-2029*. Proprietary data and information sources include Costar, EMSI, Cushman and Wakefield, and the Florida Association of Realtors. The economic impacts associated with the post-COVID environment has elevated the need for the most current data analysis and reporting. As such, the economic analysis incorporates all available industry and employment data with the Center's expertise in applying important data sets to the city's economic analysis.

B. Scope of Services Deliverables – City of Doral Updated Economic Analysis

Task #1. Demographic Analysis

The JPMC will provide an updated analysis of the City of Doral's population characteristics, including:

- Population trends
- Household types
- Household and family income
- Population age
- Educational attainment
- Race & ethnicity
- Population growth projections

Task #2. Economic Analysis

The JPMC will provide an updated analysis of the City of Doral's economy, including:

- Labor force
- Class of workers
- Employment by occupation
- Employment by industry
- Employment growth forecasts
- Wages and salaries
- Local employment and workplace location trends (i.e. self-employment, telecommuting)

- Employment inflow/outflow
- Business inventory by industry and size
- Small business development
- Advanced industry sector
- Targeted industries

Task #3. Real Estate Analysis

The JPMC will provide an updated analysis of the City of Doral’s real estate activity including:

- Real estate trends
- Retail market
- Office market
- Industrial market
- Residential market

C. City of Doral Economic Plan Update: Economic Development Strategies
 Based on the above economic analysis, the JPMC will provide economic development strategy recommendations to the City of Doral.

D. Timeline and Budget

Deliverables		Cost
Economic Analysis		
Task 1. Demographic Analysis	20 days	\$10,000
Task 2. Economic Analysis	40 days	\$20,000
Task 3. Real Estate Analysis	30 days	\$10,000
Economic Development Strategies	20 days	\$10,000
	110 business days	\$50,000

