



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

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

WHEREAS, the Contractor and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for **IDENTIFICATION AND SUBSEQUENT IMPLEMENTATION OF PERMITTING PROCESS TO REDUCE PERMIT PROCESSING CYCLE TIME AND INCREASE CUSTOMER SERVICE FOR THE PLANNING AND ZONING DEPARTMENT.** (the "Project"); and

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

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

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

- 1.1 The Contractor shall furnish professional services to the City as set forth in the Scope of Services.
- 1.2 The "Scope of Services" is provided in Exhibit A.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective as of July 1, 2018 and upon execution by both parties and shall remain in effect until the project is completed which is expected to occur between 90 to 120 days, 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 Contractor.

2.2 Contractor agrees that time is of the essence and Contractor shall complete the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Contractor shall be compensated in the following manner:

- o A lump annual sum amount of \$ 9,000 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, Contractor 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 Contractor 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 to the Contractor the undisputed portion of the invoice. Upon written request of the Finance Director, the Contractor 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 consultants.**

4.1 The Contractor shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

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

5. **City's Responsibilities.**

5.1 Furnish to Contractor, at the Contractor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Contractor, in possession of the City.

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

6. **Contractor's Responsibilities.**

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

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Contractor, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Contractor shall stop work on the Project.

8.3 In the event of termination by the City, the Contractor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4 The Contractor 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. **Nondiscrimination.**

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

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: ~~Edward A. Rojas~~
Albert Childres
Acting City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: ~~Daniel A. Espino, Esq.~~
Luis Figueredo
City Attorney
~~Weiss-Serota Helfman
Cole & Bierman, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134~~

For The Contractor: Doug Williams
Chief Executive Officer
The Doug Williams Group
7241 SW 168 Street, Suite B
Palmetto Bay, Florida 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 Contractor 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 Contractor involving transactions related to this Agreement.
- 15.3 The City may cancel this Agreement for refusal by the Contractor 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 Contractor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Contractor, and such firm's familiarity with the City's area, circumstances and desires.

17. **Severability.**

- 17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

- 18.1 The Contractor 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.

19. **Compliance with Laws.**

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

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

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 Contractor by and through its Principle, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

Edward A. Rojas, City Manager

Albert P. Childress, Acting City Manager
Date: 03/11/2019

CONTRACTOR

By: 

Doug Williams, CEO

Date: 7/21/2018

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



Weiss Serota Helfman Cole & Bierman, PL *Luis Figueroa*
City Attorney

Exhibit A
Scope of Services

1. Conduct onsite preparation and orientation working sessions with those managers and staff who be participating in the engagement (Planning & Zoning Department)
2. Provide in-depth observation and documentation of the existing process for both disciplines (Planning & Zoning Department)
3. Develop, through onsite working sessions, detailed process maps of the current process ("as is") for both disciplines (Planning & Zoning Department)
4. Conduct onsite validation meetings of the current process ("as-is") with both disciplines (Planning & Zoning Department)
5. Create a detailed master process map ("as-is"), which captures all specific steps of the current process.
6. Develop, through onsite working sessions with Department's reorganized process improvement team (inclusive of all disciplines), updated prioritized improvement opportunities within the current process (i.e. process flow alternatives, elimination of rework/effort duplication, staff role redefinition, standard operating practice application, etc.).
7. Develop, through working sessions with Department's reorganized process improvements team, detailed process maps of the future process ("should be") focused on reducing cycle time and increase customer satisfaction.
8. Conduct onsite validation meetings of the current process ("should-be") with Department's reorganized process improvements team.
9. Provide oversight and support to ensure that the process improvement plan is fully implemented and that the impact of implemented improvements are correctly measured and reported.

RESOLUTION No. 18-96

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-323(2) OF THE CITY CODE OF ORDINANCES, APPROVING AN AGREEMENT WITH THE DOUG WILLIAMS GROUP FOR THE PROVISION OF A PERMITTING PROCESS IMPROVEMENT ENGAGEMENT STUDY, IN AN AMOUNT NOT TO EXCEED \$18,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; 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 thorough study of the permitting procedures practiced by the City's Public Works Department and Planning and Zoning Department; 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 Doug Williams Group submitted their final report the Mayor and City Council-members at the May 9th City Council meeting; and

WHEREAS, the Mayor and City Council-members voted to approve the final report form the Doug Williams Group and to expand the study to include the permitting process of the Public Works Department and the Planning and Zoning Department.

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 study of permitting procedures practiced by the Public Works Department and the Planning and Zoning Department, in accordance with the proposal, attached hereto as Exhibit "A" and incorporated herein by this reference, in an amount not to exceed \$18,000.00 is hereby approved. Funding is available from Public Works account #001.80005.500310 and Planning and Zoning account #001.40005.500310.

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 and the City Attorney are 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 Vice Mayor Rodriguez who moved its adoption.

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


| | |
|--------------------------------|-----|
| Mayor Juan Carlos Bermudez | Yes |
| Vice Mayor Ana Maria Rodriguez | Yes |
| Councilman Pete Cabrera | Yes |
| Councilwoman Christi Fraga | Yes |
| Councilwoman Claudia Mariaca | Yes |

PASSED AND ADOPTED this 13 day of June, 2018.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



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

EXHIBIT “A”

City of Doral Permitting Process Improvement Engagement
Planning & Zoning / Public Works Addendum
Summary of Objective, Scope, and Financial Terms - April 26, 2018

The Doug Williams Group, a local firm of improvement specialists with significant expertise in application of Six Sigma process improvement methods, has proposed the following addendum to the existing *Permitting Process Improvement Engagement* for the City of Doral.

Engagement Objective: The objective of this addendum is to expand, identify, and subsequently implement improvements to the permitting process from the Building Department to an additional two areas: Planning & Zoning, and Public Works, to further reduce permit processing cycle time, and further increase customer satisfaction.

Engagement Scope: The Doug Williams Group will provide the following added services as part of the existing *Permitting Process Improvement Engagement*:

- Conduct onsite preparation & orientation working sessions with those managers and staff who will be participating in the engagement (Planning & Zoning, and Public Works).
- Provide in-depth observation and documentation of the existing process for both disciplines (Planning & Zoning, and Public Works).
- Develop, through onsite working sessions, detailed process maps of the current process ("as is") for both disciplines (Planning & Zoning, and Public Works).
- Conduct onsite validation meetings of the current process ("as-is") with both disciplines (Planning & Zoning, and Public Works).
- Create a detailed master process map ("as-is"), which captures all specific steps of the current process.
- Develop, through onsite working sessions with client's reorganized process improvement team (inclusive of all disciplines), updated prioritized improvement opportunities within the current process (i.e process flow alternatives, elimination of rework/effort duplication, staff role redefinition, standard operating practice application, etc.).
- Develop, through working sessions with client's reorganized process improvement team, detailed process maps of the future process ("should be") focused on reducing cycle time and increase customer satisfaction.
- Conduct onsite validation meetings of the current process ("should-be") with client's reorganized process improvement team.
- Provide oversight and support to ensure that the process improvement plan is fully implemented and that the impact of implemented improvements are correctly measured and reported.

Engagement Financial Terms: The Doug Williams Group will provide the City of Doral a "preferred client discount" from the firm's "standard" fee (\$36,000), therefore providing the indicated services at the preferred price of \$18,000 for the engagement.