



# CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK  
Page 1 of 1

Transmittal From: Planning and Zoning Department  
*Department*

Delivered by: Mercy Arce  
*Name*

Date of Transmittal : June 13, 2011

City Clerk's Date Stamp

06-17-11P02:55 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

- |   |   |
|---|---|
| <input type="checkbox"/> Contract           | <input type="checkbox"/> Vehicle Title            |
| <input type="checkbox"/> Agreement          | <input type="checkbox"/> Special Magistrate Order |
| <input type="checkbox"/> Lease              | <input type="checkbox"/> Other:                   |
| <input type="checkbox"/> Deed               | _____   |
| <input type="checkbox"/> Bond Documentation | _____   |

Is this record (master) copy to be recorded with the County Clerk?  Yes  No

Description of Record Copy:

Contract with Iler Planning for the provision of 2011 Comprehensive Plan Update project approved on May 11, 2011 per Resolution No. 11-54 (attached as reference)

### Office of the City Clerk Administrative Use Only

Received by: Yanileth Pereyra

Reviewed for completion by Barbara Heuer

Returned to originating Department for the following corrections on N/A.  
*Date*

Archived in the Office of the City Clerk on 6/22/2011 (Date)

Copy provided in electronic format to originating Department on 6/22/2011 (Date)



**City of Doral**  
**Professional Services Agreement**

THIS AGREEMENT made and entered into on May 11, 2011 by and between:

City of Doral  
8300 NW 53<sup>rd</sup> Street, Suite 100  
Doral, Florida 33166  
(Hereinafter referred to as "the City")

AND

ILER PLANNING  
2074 West Indiantown Road; Suite 202  
Jupiter, Florida 33458

**WITNESSETH:**

In consideration of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

**ARTICLE 1**

**1. SCOPE OF SERVICES**

- 1.1 The purpose of this Agreement is to conduct and complete the 2011 Comprehensive Plan Update Project ("Project") for the City of Doral. The Scope of Services ("Services") for the Project is attached as Exhibit "A."

**ARTICLE 2**

**2. CONTRACT COST**

- 2.1 The Total Cost to complete Tasks 1-17 of the Services specified in Exhibit "A" is not to exceed \$73,850.

### **ARTICLE 3**

#### **3. CONTRACT TIME**

- 3.1 The work to be performed under this Contract is specified in the Notice to Proceed and, subject to authorized adjustments, shall be totally complete and ready for final payment upon completion of the work as referenced in the timeframes indicated in the approved proposal/scope of work.

### **ARTICLE 4**

#### **4. INVOICING AND PAYMENT**

- 4.1 The Consultant will issue an invoice once a month for the work which has been completed, in the City Manager's sole discretion. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such invoice within 30 days.
- 4.2 The Consultant's invoice shall show a complete breakdown of the project components, the quantities completed and the amount due, and any other supporting documentation as may be required by the Contract documents for approval.

### **ARTICLE 5**

#### **5. INSURANCE**

The Consultant shall secure and maintain throughout the duration of this agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the City Manager the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance cover shall include a minimum of:

- 5.1 Worker's Compensation and Employer's Liability Insurance. If applicable coverage to apply for all employees at minimum statutory limited as required by Florida Law.
- 5.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicles insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000 per occurrence, combined single limit for Bodily Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 5.3 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.

- 5.4 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall endorsed with a provision that not less than thirty (30) calendar days written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

#### **ARTICLE 6**

#### **6. ASSIGNMENT**

- 6.1 This Agreement shall not be assignable by the Consultant.

#### **ARTICLE 7**

#### **7. PROHIBITION AGAINST CONTINGENT FEES**

- 7.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, 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 Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract unless approved by the City Manager of the City of Doral.

#### **ARTICLE 8**

#### **8. TERMINATION**

- 8.1 This Contract may be terminated by the City upon ten days' written notice with or without cause and by the Consultant upon 30 days' written notice with or without cause. If this Contract is terminated, the Consultant shall be paid in accordance with the provisions of Articles 4 and 5 of this Contract for all acceptable work performed up to the date of termination.

#### **ARTICLE 9**

#### **9. NONEXCLUSIVE AGREEMENT**

- 9.1 The services to be provided by the Consultant pursuant to this Contract shall be nonexclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion.

## **ARTICLE 10**

### **10. ENTIRE AGREEMENT**

- 10.1 This Contract, together with all pertinent documentation shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.

## **ARTICLE 11**

### **11. ATTORNEY'S FEES**

- 11.1 In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

## **ARTICLE 12**

### **12. NONDISCRIMINATION**

- 12.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

## **ARTICLE 13**

### **13. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS**

- 13.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement, have access in connection with any litigation arising out of this Contract; the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

## **ARTICLE 14**

### **14. INDEPENDENT CONTRACTOR**

- 14.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**ARTICLE 15**

15. **COMPLIANCE WITH LAWS**

15.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to services provided hereunder.

**ARTICLE 16**

16. **NOTICES**

16.1 All notices and communications to the City shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

City: Yvonne Soler-McKinley  
City Manager  
City of Doral  
8300 NW 53 Street, Suite 100  
Doral, Florida 33166

With a copy to: Jimmy Morales, Esq.  
City Attorney  
City of Doral  
8300 NW 53 Street, Suite 100  
Doral, Florida 33166

Barbara Herrera  
City Clerk  
City of Doral  
8300 NW 53 Street, Suite 100  
Doral, Florida 33166

Consultant: Henry Iler, AICP  
President/Principal  
ILER PLANNING  
2074 West Indiantown Road; Suite 202  
Jupiter, Florida 33458

**ARTICLE 17**

17. **GOVERNING LAW**

17.1 This Contract shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Contract upon the terms and conditions above stated on the day and year first above written.

Consultant:

ILER PLANNING  
2074 West Indiantown Road, Suite 202  
Jupiter, Florida 33458

By:



Henry B. Iler  
President

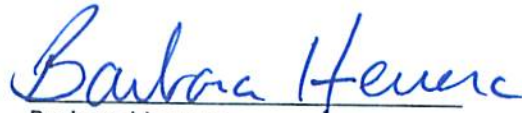
City:

City of Doral  
8300 NW 53<sup>rd</sup> Street, Suite 100  
Doral, Florida 33166

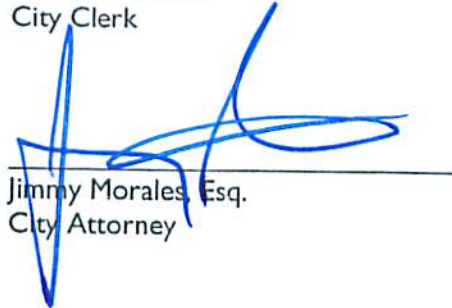
By:



Yvonne Soler-McKinley  
City Manager



Barbara Herrera  
City Clerk



Jimmy Morales, Esq.  
City Attorney

Attest:



# EXHIBIT "A"

## 2011 Doral Comprehensive Plan Update Project

### Scope of Services

#### Introduction

The City of Doral's Comprehensive Plan is in need of substantial updating to reflect a number of changed conditions and new developments since it was last revised including:

- \* Make a number of appropriate land use and text amendments;
- \* Update Goals, Objectives and Policies (GOPs) to reflect accomplishments to-date;
- \* Incorporate recently-available 2010 U. S. Census data for population and housing; and
- \* Expand "green" objectives and policies to reflect future FGBC Green City Designation.

It should be noted that the 2000 US Census did not include the jurisdictional boundaries of Doral because the City was incorporated after the year 2000. Thus, the current Plan is based on very little data specific to the City; regional data was extracted to approximate Doral population and other socio-economic conditions. Census data from the 2010 Census will be available by May 2011 and give the City the ability to update its Comprehensive Plan with very recent census tract and block level population, housing, business and employment data. This will generate more reliable future population and other projections on which to base future capital improvement decisions and provide cost-effective public services. In addition, better projections and updated policies will assist staff in being more competitive in seeking future grant applications for roads, parks, police and other facilities.

This Project is designed to accomplish these objectives and give Doral a valuable, up-to-date planning tool.

#### Work Tasks

1. Background Research. Consultant will work with staff to refine the work scope and gather all background information including current public facility studies. Project coordination and communication procedures will be established.
2. Document and Evaluate Land Use and Text Amendments. The land use and text amendments below will be described, documented and evaluated as proposed amendments to the adopted Comprehensive Plan, in addition to any others directed by staff. City staff will provide all documentation required for these amendments including assessment of impacts on the community and public facilities. City will also revise the Future Land Use Map as necessary. It should be noted that the Atrium and Marmol small scale amendments have already been approved by the City Council under the State small scale amendment process and thus will simply be incorporated into the Plan without additional analysis.
  - a. Tile (Doral Design) District
  - b. 58<sup>th</sup> Street Linear Industrial Area
  - c. Federal Reserve Bank
  - d. Downtown Mixed Use (DMU) text amendment addressing height
  - e. Urban Central Business District expansion
  - f. Hines DMU



- g. Atrium (small scale)
  - h. Marmol (small scale)
  - i. Other amendments as directed by the City.
3. Incorporate 2010 Census Data. Consultant will gather all relevant 2010 Census data and determine with staff what portions of the data, inventory and analysis of various elements need updating. It is anticipated that the land use (population) and housing elements will be primarily impacted.
  4. Land Use, Population, Parks and Housing Updates. Once updating components are established, Consultant will redraft the selected elements with the most current information. The Future Land Use Map (FLUM) will be revised as a draft to reflect the proposed Task II land use amendments. The current parkland level-of-service will be re-evaluated based on new population projections, consideration of private parks in the City and park accessibility.
  5. Historical and Archeological Resources Study. Consultant will review all pertinent records, maps and aerial photographs to identify all structures built prior to 1961, and previously-recorded and potential archaeological sites within City boundaries. The minimum time threshold for a structure to qualify for "historic" status is 50 years and that standard is used herein. A field survey will be conducted of selected sites and structures identified in Task I to determine their current status. Photographs will be taken of each historic site and structure visited. Consultant will also prepare a brief history of the Doral area to provide the context for the archaeological sites and historic structures identified. The archeological portion of the work would be done in conjunction Dr. Robert Carr, an experienced archeologist in the Miami-Dade County area. This study will fulfill the requirements of Comprehensive Plan FLUE Policy 1.5.2.
  6. Affordable Housing Feasibility Study. Consultant will utilize the updated population, income and housing data in prior tasks to analyze the affordable housing programs at the municipal, county and regional level that impact the Doral area. Proximity of available affordable housing programs which can be accessed by Doral residents will be summarized. Case studies from cities similar to Doral will be reviewed showing how the % set-aside strategy was instituted, key legal issues and what results were achieved. Similar research will be conducted with respect to Affordable Housing Trust Funds and/or Community Land Trusts. Consultant will develop recommendations addressing the feasibility of the set-aside and trust affordable housing approaches within the context of Doral's planning, housing market and regulatory framework. Options to coordinate these approaches to further incentivize construction of affordable workforce housing will also be assessed.
  7. Council / Public Workshop. Consultant will present the keys findings of the project to-date and participate in a Council Workshop open for public comment.
  8. Updated Data, Inventory and Analysis (DIA). Based on Tasks IV and V, consultant will prepare the updated DIA involving only the Land Use, Transportation, Sustainability and Housing Elements.
  9. Revised Goals, Objectives and Policies. Revised GOPs will be developed for the Land Use, Transportation, Sustainability and Housing elements, as needed. The proposed text will be incorporated utilizing a strike through and underline format.

10. Staff Review. A full draft of the Plan amendment will be submitted for staff review (2 copies). A review meeting will be held to facilitate the review. Revisions recommended by staff will be incorporated.
11. Final Public Hearing Draft. Consultant will submit public hearing draft of the full Plan Amendment package (GOPs and DIA) to the City (2 copies), and work with staff to develop a schedule for LPA and Council review.
12. Local Planning Agency (LPA) Hearing. Consultant will present the proposed Amendment to the LPA at a public meeting, and solicit any comments. A recommendation will be sought from the Agency.
13. City Council Transmittal Hearing. Consultant will present the Amendment to the City Council for consideration and transmittal to the FDCA for formal State/Regional review. City will transmit the approved Plan Amendment package to the FDCA, SFRPC and other review agencies.
14. FDCA/SFRPC Review. The review process will be monitored by the consultant and preliminary comments from reviewing agencies will be addressed. Attendance at the South Florida Regional Planning Council (SFRPC) meeting where Amendment recommendation is discussed.
15. Response to State ORC Report. When the Objections, Recommendations and Comments (ORC) Report is received by the City. Consultant will assist staff in addressing any State objections and comments. If necessary, conference calls will be held with FDCA and other reviewing agency personnel to discuss State objections and proposed City responses to them.
16. City Council Adoption Hearing. Changes resulting from the ORC Report will be incorporated and the Final Plan Amendment package submitted to the City for adoption and transmittal to FDCA for final compliance review.
17. FDCA Compliance Review. Consultant will monitor the compliance review process. FDCA notice of compliance should be received within 45 days.

**Completion Timeframe**

9-12 months following notice-to-proceed.

**Cost**

Tasks 1-17: \$ 73,850.

**RESOLUTION No. 11 – 54**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ILER PLANNING GROUP FOR THE PROVISION OF PROFESSIONAL SERVICES RELATING TO AN UPDATE TO THE CITY'S COMPREHENSIVE DEVELOPMENT MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$73,850.00; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral seeks to update its Comprehensive Development Master Plan (CDMP); and

**WHEREAS**, it is proposed that said update include several future land use amendments; various new amendments to further the City's goals, objectives and policies; update of data, inventory and analysis to incorporate the new 2010 census data into the plan; and

**WHEREAS**, the Iler Planning Group has been intimately involved in the City's planning efforts since the City's inception and most specifically with CDMP issues; and

**WHEREAS**, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into an agreement with Iler Planning Group for the provision of professional services relating to an update to the City's CDMP in an amount not to exceed \$73,850.00.

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

**Section 1.** The aforementioned recitals are true and correct.

**Section 2.** The City Council hereby authorizes the City Manager to negotiate and enter into an agreement with Iler Planning Group for the provision of professional services

relating to an update to the City's CDMP in an amount not to exceed \$73,850.00.

**Section 3.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor DiPietro who moved its adoption. The motion was seconded by Councilman Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Michael DiPietro	Yes
Councilman Luigi Boria	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED and ADOPTED this 11<sup>th</sup> day of May, 2011.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JIMMY MORALES, ESQ., CITY ATTORNEY

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Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes

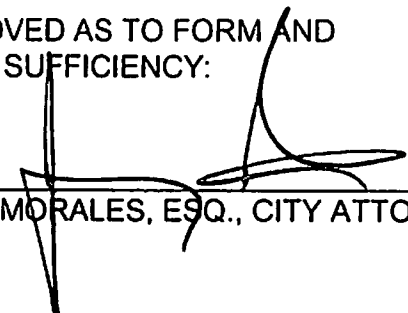
PASSED and ADOPTED this 11<sup>th</sup> day of May, 2011.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JIMMY MORALES, ESQ., CITY ATTORNEY