

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF DORAL  
AND  
BLUE COURAGE, LLC  
FOR  
LEADERSHIP WORKSHOP**

**THIS AGREEMENT** is made between **BLUE COURAGE, LLC** an Illinois corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**WHEREAS**, the City wishes to provide a Leadership Workshop for Department Directors to enhance their leadership development and improve well-being; and

**WHEREAS**, the Provider has particular expertise in enhancing the capacity of individuals to maximize their potential and to align their purpose with the mission of their organization while paving the path to peak performance, leadership development, and improve well-being in the manner desired by the City; and

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

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

- 1.1 The Provider shall furnish professional services to the City as set forth in the Provider's proposal, attached hereto as **Exhibit "A"**, which is incorporated herein and made a part hereof by this reference ("Services").
- 1.2 The Services shall be performed by Provider to the full satisfaction of the City. Provider agrees to furnish all labor in a professional manner to perform Services. Provider will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through May 26, 2023, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement by written notice to the Consultant.
- 2.2 Provider agrees that time is of the essence and Provider shall complete

each deliverable for the Services within the timeframes set forth in Exhibit "A", unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The entire compensation for the Services contemplated herein by Provider, of its duties and obligations hereunder, the City shall pay to Provider an aggregate fee equal to the pricing indicated on **Exhibit "A"**.
- 3.2 **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating City Department. If Services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned hereto. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.
- 3.3 **Disbursements.** There shall be no reimbursable expenses associated with this Agreement except as provided for in Exhibit "A" provided that said expense is first approved by the City Manager in writing, and is supported by adequate documentation to the satisfaction of the City's finance department.
- 3.4 **Dispute.** If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.
- 3.5 **Availability of Funds.** The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Council. In the event the City Council fails to appropriate funds for the particular purpose of this Agreement during any year of the term hereof, then this Agreement shall be terminated upon ten (10) days written notice and the Provider shall be compensated for the Services satisfactorily performed prior to the effective date of termination.

Provider shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Provider with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested

amounts until they are resolved by agreement with Provider. Provider shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Provider further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**4 Sub-providers.**

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

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

**5 City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all reports and other 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 Service as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Service, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Services, upon written notification from the City Manager, the Provider shall at Provider's 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 for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause, with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the City of such breach; a failure on the part of Provider to adhere to the City's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Provider that constitutes a violation of Federal, State, County, or City Law.

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

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

8.4 The Provider shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8.5 If the Provider wishes to terminate this Agreement, it must provide the City with sixty (60) days written notice. Failure to provide the City with such days written notice may result in the Provider being unable to do business with the City in the future.

## **9 Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement medical and/or commercial insurance of such type and in such amounts as required for Provider to operate its business.

9.2 The City may require proof of the aforementioned insurance prior to the commencement of the Services. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

## **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, or national origin, and 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 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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 53<sup>rd</sup> Terrace  
Doral, Florida 33166

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

For the Provider: Michael Nila  
President  
Blue Courage, LLC  
123 S Evanslawn Ave  
Aurora, IL 60506

14. **Governing Law.**

14.1 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.

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

15.1 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.

15.2 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 Provider shall be required to comply with the following

requirements under Florida's Public Records Law:

A. Provider shall keep and maintain public records required by the City to perform the service.

B. Upon request from the City, Provider shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the City.

D. Provider shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Provider or keep and maintain public records required by the City to perform the service. If the Provider transfers all public records to the City upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Provider to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.**

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

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, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

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.

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

20. **Compliance with Laws.**

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

21. **Waiver**

21.1 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.

22. **Survival of Provisions**

22.1 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.

23. **Prohibition of Contingency Fees.**

23.1 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.

24. **Counterparts**

24.1 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.

25. **Removal of Unsatisfactory Personnel**

25.1 The City may make written request to Provider for the prompt removal and replacement of any personnel employed or retained by Provider or any sub provider. The Provider shall respond to the City within fourteen calendar days of receipt of such request with either the removal and replacement of such personnel or with written justification as to why removal is not warranted. All decisions involving personnel will be made by Provider. Such request shall solely relate to said employees work under this agreement. In the event the City Manager disagrees with the justification offered by Provider, the City Manager's decision to replace the employee shall be final.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its President, whose representative has been duly authorized to execute same.

Attest:

**CITY OF DORAL**



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

By:  \_\_\_\_\_

Barbara Hernandez, City Manager

4/19/2023

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

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



\_\_\_\_\_  
Valerie Vicente, ESQ.  
Interim City Attorney

**PROVIDER**

By:  \_\_\_\_\_

Its: Founder / Managing Partner \_\_\_\_\_

Date: 4/16/23 \_\_\_\_\_

# "EXHIBIT A"



**Blue Courage®: Leadership Workshop  
for the City of Doral  
March 20, 2023**

**To: Rita Markowycz, M.S., Asst. Human Resources Director; City of Doral**  
[rita.markowycz@cityofdoral.com](mailto:rita.markowycz@cityofdoral.com) (305) 593-6725 Ext. 1501  
**From: Rebecca Trebolo; Chief of Staff, Blue Courage, LLC**  
[rebecca@bluecourage.com](mailto:rebecca@bluecourage.com) (630) 885-7494

Thank you for your interest and consideration in the Blue Courage® Leadership Workshop! This proposal includes a narrative of the requested course and the estimated investment. We look forward to speaking with you further to discuss options and thoughts, and to answer any questions arising from this detailed information.

Blue Courage® enhances the capacity of individuals to maximize their potential and to align their purpose with the mission of their organization while paving the path for peak performance, leadership development and improved well-being.

*"Success is about building hearts, not resumes."*  
-Tommy Spaulding

**Blue Courage® Leadership Workshop:** Great leadership is a mystery; elusive, hard and very rare. Most executives are good managers, but at various steps of the leadership journey, and certainly at the top, the challenge of leadership is on full display. Many fail, many are great placeholders, but some excel leaving a legacy of transformation through a commitment to: readiness, grace and fidelity to purpose. Are some born with a different leadership gene and capacity to influence? Or have they paid the price of learning, reflection, self-challenge, discipline and the virtues that lead to human effectiveness? Through a combination of classroom and experiential learning, this 2-day workshop illuminates the path to leadership greatness and reveals the essential development process; it will both challenge and inspire attendees to embark on the journey.

## Workshop Goal

The goal of this workshop is to develop increased capacity of leaders through the application of Heart-Focused leadership into their personal and professional lives.

## Workshop Objectives

At conclusion of the workshop, attendees will be able to:

- ✚ Discuss the importance of personal transformation and the nexus to Heart-Focused Leadership
- ✚ Comprehend the power of Putting People First and “taking care of your people”
- ✚ Understand the dynamics of increasing the engagement of our people
- ✚ Demonstrate key tenets of servant leadership as they apply to Heart-Focused Leadership
- ✚ Summarize the role of Emotional Intelligence in Heart-Focused leadership
- ✚ Discuss the concept of interdependence and interconnectedness between people and systems utilizing teachings of Dr. Stephen R. Covey
- ✚ Recognize the nexus between Heart-Focused leadership and organizational excellence
- ✚ Inspire a process of personal development and continued mastery
- ✚ Differentiate between leadership and management
- ✚ Understanding the power of purpose -- “why” -- and Simon Sinek’s Golden Circle

## Blue Courage 2-day Leadership Workshop Investment

Course	Investment
<b>Blue Courage® 2-day Leadership Workshop</b> Facilitated by (2) trainers	\$6,600.00
<b>Blue Courage® Leadership Workshop Materials for 12 Participants</b> *Handout to be printed by the client. Additional materials include a journal and a suggested book for pre-work reading that will be agreed upon in the pre-consult sessions with Michael Nila and the City Manager. \$37 Per Participant	\$444.00
<b>Estimated Travel Costs 2 Trainers</b> **Travel is invoiced at actual cost and includes airfare, lodging, ground transportation, meal per diem.	\$3,272.00
<b>Estimated travel breakdown per gov per diem per trainer for May 2023:</b> Lodging 3 nights -\$544 Meals - \$242 Airfare -\$650 Ground Transportation ~ 200 = \$1636	
<b>Total estimated investment</b>	<b>\$10,316.00</b>

\*\* If, upon inspection and verification of the request and requirements, there are changes or discrepancies, we retain the right to adjust this proposal. This proposal is valid for a period of 30 days, beyond that please request an updated proposal.



