

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF DORAL
AND
BIBI BALOYRA FOR
CULTURAL MANAGEMENT SERVICES**

THIS AGREEMENT is made between **BIBI BALOYRA**, whose address is 8101 Biscayne Blvd., # 407, Miami, Florida 33138, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, with a principal address of 8401 NW 53 Terrace, Dora, Florida 33166 (hereinafter the "City").

WHEREAS, the City wishes to develop a Public Art Master Plan and Cultural Policy as more particularly described in Exhibit "A"; and

WHEREAS, the Provider has particular expertise in providing Cultural Management Services which would assist the City in developing its Public Art Master Plan and its Cultural Policy; and

WHEREAS, pursuant to Section 2-321(1) of the City's Code of Ordinances, based on the City Manager's recommendation that it is in the best interest of the City to waive the competitive bidding process due to the services being unable to be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors nature of the services, the City Council has by a majority vote waived the competitive bidding process; and

WHEREAS, the Provider and City, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of the consulting services described in the Provider's Proposal, attached hereto and incorporated herein as Exhibit "A".

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 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 the Services 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 for a term of one (1) year, unless earlier the Services are fully rendered, or this Agreement is terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement by written notice to the Provider.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Services within the timeframes as provided in Exhibit "A". However, the City Manager may reduce the timeframes, if deemed to be in the best interest of the City.

3. Compensation and Payment.

- 3.1 As the entire compensation under this Agreement, in whatever capacity rendered, the City shall pay Provider for all charges and tasks under this Agreement in a maximum amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), subject to the terms of this Agreement and payable as follows:
- 3.2 Payment Schedule. If Services have been rendered in conformity with the Agreement, payment for Services rendered shall be as follows:
- 3.2.1. Two Thousand Five Hundred Dollars (\$2,500.00) due at project kickoff, as described in Exhibit "A";
 - 3.2.2. Three Thousand Five Hundred Dollars (\$3,500.00) upon the successful completion of the Discovery phase as described in Exhibit "A";
 - 3.2.3 Six Thousand Dollars (\$6,000.00) upon successful completion of the Community Engagement phase as described in Exhibit "A"; and
 - 3.2.3. Thirteen Thousand Dollars (\$13,000.00) upon successful completion of the Implementation Roadmap/Cultural Policy for Council Adaption phase as described in Exhibit "A".
- 3.3 Invoices received from the Provider pursuant to this Agreement will be reviewed by the City. If Services have been rendered in conformity with this Agreement, the invoice will be sent to the Finance Department for

payment. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

- 3.4 Disbursements. There shall be no reimbursable expenses associated with this Agreement unless said expense is first approved by the City Manager in advance, in writing, and is supported by adequate documentation to the satisfaction of the City's Finance Department.
- 3.5 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.
- 3.6 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 Commission. In the event the City Commission 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.
- 3.7 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 by the Provider to perform the Services described herein 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. 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 Services.
- 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 Services 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. Waiver and Release.

- 9.1 In consideration of Provider being able to provide Services under this Agreement, Provider on behalf of itself, its heirs, assigns, next of kin or family (hereinafter "Releasers"), hereby knowingly and voluntarily forever waive, release, and hold the City harmless from any and all claims, suits, liability, actions, judgments, attorneys' fees, costs, and any expenses of any kind resulting from damages, injury or death, grounded in tort or otherwise, that Provider sustains during or related to Provider's activities pursuant to this Agreement. Provider certifies that Provider has adequate insurance to cover any injury or damage which Provider may cause or suffer while participating in any activities related or pursuant to this Agreement, or alternatively, agrees to bear the cost of such injury or damage itself.

10. Non-Discrimination.

- 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. The expenses portion of this Section shall apply to all expenses incurred by the City including, but not limited to those resulting from a trial and any subsequent appeals. 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. However, nothing contained in this Agreement shall be construed or is intended to be construed as a waiver of the City's rights, immunities, limitations, or privileges as defined in Section 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:
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

For the Provider: Bibi Baloyra
8101 Biscayne Blvd.
407
Miami, FL 33138

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 the courts of the 11th Judicial Circuit in and for Miami-Dade County, Florida or in the event of federal jurisdiction the United States District Court for the Southern District of 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.

26. E-Verify

26.1 Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Provider is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Provider during the contract term. Further, Provider must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Provider to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The Provider must retain the I-9 Forms for inspection, and provide the attached E-Verify Affidavit, attached hereto as Exhibit "B".

27. Prohibition Against Contracting with Scrutinized Companies.

27.1 Pursuant to Florida Statutes Section 217.4725, the City is prohibited from contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. By entering into this Agreement, Provider is certifying that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018.

27.2 Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. By

entering into this Agreement, Provider is certifying that it does not participate in a boycott of Israel, is not on the scrutinized companies that Boycott Israel list, activities in Sudan List, in the Iran Petroleum Energy Secor list, and has not engaged in business operation in Cuba or Syria. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Provider of the City's determination concerning the false certification. The Provider shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Provider does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

EXHIBIT A
Scope of Services/Provider's Proposal

BIBI BALOYRA

CULTURAL MANAGEMENT SERVICES

15 September 2023

Barbie Hernandez, City Manager
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

Dear Barbie,

Thank you for the opportunity to propose a scope of work addressing the need to develop and articulate a Cultural Policy at the City of Doral to complement and strengthen the City's Strategic and Master Planning.

Serving as the Consultant to spearhead this effort in collaboration with your team, I propose the following phases of work that can explore the opportunities underpinning municipal cultural policy, best practice, and implementation considerations.

DISCOVERY

This phase seeks to spend individual time with the Mayor, each Councilperson, City Manager and other stakeholders as directed by the City, to discuss how a cultural policy informs decision making in alignment with the City's strategic objectives as well as the opportunities and challenges of living and working in Miami Dade County.

45 minutes with each person at City Hall or via Zoom, as preferred by the respondent, is the anticipated time needed for each discussion.

Deliverable: A final report aggregating all the input and recommendations for the Council to adopt as a foregrounding document to develop for community input.

COMMUNITY ENGAGEMENT

Informed by the opportunities and priorities surfaced in the Discovery phase with members of City Hall, the next round of discovery engages the community to solicit input from members of the cultural arts and public art advisory boards and community leaders/stakeholders as designated by the City to have comparable 45-minute conversation. These sessions can be designed to take place as a group or in individual settings as directed by the City.

These inputs will be aggregated into Council's foregrounding document and developed into a bi-lingual survey instrument to invite community input. A specific time period to participate virtually or in person will be developed in collaboration with and as designated by the City.

Deliverable:

An appended report aggregating the two additional tranches of community input summarizing the City of Doral's cultural policy preferences and priorities.

BIBI BALOYRA

CULTURAL MANAGEMENT SERVICES

IMPLEMENTATION CONSIDERATIONS

With the aim to *integrate* the City's strategic objectives across public safety; exceptional service; transportation; parks and recreation; and revenue growth, an implementation framework will be developed as the basis of the City of Doral's Cultural Policy serving as a decision making roadmap.

This roadmap will guide considerations for future capital investments in public art, parks and recreation infrastructure and enhancements, interdisciplinary programmatic priorities, revenue growth tactics and strategies, partnerships and collaborations, as well as priorities and opportunities for enhanced accessibility.

Ideally, this roadmap will provide guidance such that attending a cultural event and experiencing capital amenities in Doral at the cultural center, amphitheater and the parks will endeavor to ensure that:

Every Doral resident and visitor will be able to **physically interact** with the spaces and with the materials developed for cultural experience and engagement.

Every Doral resident and visitor will be able to **cognitively engage** with the spaces and with the materials that deliver the cultural experience and engagement.

Every Doral resident and visitor will be able to **socially interact with one another** in the spaces and with the materials developed for cultural experience and engagement.

Every Doral resident and visitor will be able to **emotionally connect** with the spaces and the materials developed for cultural experience and engagement.

Deliverable 1: 50% draft for review with your working group

Deliverable 2: 75% draft for review with your working group

Deliverable 3: 100% draft for review/approval with your working to present to the Council

SERVICES REMUNERATION

Priced as three service deliverables as follows:

\$6000	Discovery (\$2500 due at project kickoff)
\$6000	Community Engagement
\$13,000	Implementation Roadmap/Cultural Policy for Council adaptation
\$25,000	TOTAL

It would be ideal to deliver this project in a 60-75 day timeframe. I would need a weekly 1-hour meeting with you (and members of your team as you direct) as a project touch-base, to review preliminary submissions, problem-solve and guide the work to ensure all City policies and procedures are respected and followed. This meeting can take place over Zoom or in person at your direction. I look forward to your feedback and to launching the project with a proposed project/remuneration timeline informed by the availability of participating stakeholders.

BIBI BALOYRA

CULTURAL MANAGEMENT SERVICES

I am happy to set up a call with you next week to review this proposal and confirm components of each phase's deliverable. This is also an opportunity for me to understand how your office engages with external consultants to inform edits that may be necessary to this draft scope and to talk about a working group with whom I will engage on the weekly meeting.

I look forward to working with you and the City of Doral. I am grateful for the opportunity to contribute to the excellent foundation you have all built to serve your community in developing an enviable city to live, work and play.

With appreciation,

A handwritten signature in black ink that reads "Bibi Baloyra". The signature is written in a cursive, flowing style.

EXHIBIT B
E-VERIFY AFFIDAVIT

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Doral, Florida, are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

BIBI BALOYRA

Company Name

B. Baloyra

Offeror Signature

BIBI BALOYRA

Print Name

242-17-8282

Federal Employer Identification Number (FEIN)

26 OCT 2023

Date

INDEPENDENT CONTRACTOR

Title

Notary Public Information

Sworn to and subscribed before me on this this 23 day of Oct, 2023.

By: BIBI BALOYRA

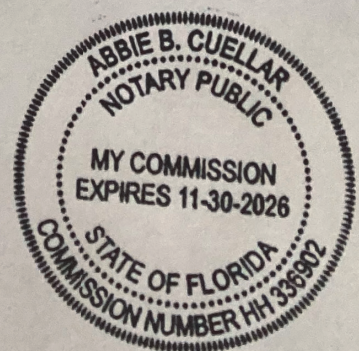
Is personally known to me or

Has produced identification (type of identification produced): _____

Abbie B. Cuellar

Signature of Notary Public

Print or Stamp of Notary Public Expiration Date



RESOLUTION No. 23-175

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BIBI BALOYRA FOR THE DEVELOPMENT OF A CULTURAL POLICY AND PLAN IN AN AMOUNT NOT TO EXCEED \$25,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral ("City") has long prioritized cultural arts programming and public art by hosting various events and exhibits, as well as by constructing and opening a cultural arts center; and

WHEREAS, in furtherance of prioritizing art and culture, a public arts program was created by the City in 2015 pursuant to Ordinance No. 2015-09; and

WHEREAS, a cultural policy and plan translates the cultural needs and identity of a community into a tool for implementing recommendations and policies, which policies seek to address gaps in cultural service delivery, expand participation, broaden the impact of culture, identify new opportunities, and stake out the City's identity through cultural expression (a "Cultural Policy and Plan"); and

WHEREAS, creating a Cultural Policy and Plan for the City will provide a framework and vision for cultural programming and public art in the City, and will integrate culture across all aspects of the City's strategic priorities, strengthening the City's strategic plan and vision; and

WHEREAS, establishing a Cultural Policy and Plan for the City will also assist in developing the scope of services to issue a solicitation for the Public Art Master Plan; and

WHEREAS, Bibi Baloyra is an arts and culture leader in South Florida, and has a wealth of knowledge and experience in the cultural arts and development field, having worked with other organizations and government agencies such as Miami Dade College and Qatar; and

WHEREAS, a proposal was obtained Bibi Baloyra for the development of a Cultural Policy and Plan; and

WHEREAS, pursuant to Sec. 2-321 of the City Code, for the reasons set forth above, the City Manager's Office respectfully requests approval from the Mayor and City Councilmembers to waive the competitive procurement process, and authorize the City Manager to enter into an agreement with Bibi Baloyra for the development of a Cultural Policy and Plan in an amount not to exceed \$25,000.00, which agreement is attached hereto as Attachment "A", and made part hereof; and

WHEREAS, funding is available in the public art fund account 110.90005.500310- Professional Services.

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 a part hereof by this reference.

Section 2. Approval & Authorization. The Mayor and City Councilmembers pursuant to Section 2-321 of the City Code, hereby approve the waiver of the competitive bid process and authorize the City Manager to enter into an agreement with Bibi Baloyra for the provision of developing a Cultural Policy and Plan for the City in an amount not to exceed \$25,000, which agreement is attached hereto as Attachment "A".

Funding is available in the public art fund account 110.90005.500310- Professional Services.

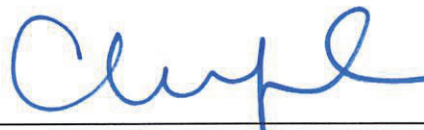
Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Vice Mayor Pineyro 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 18 day of October, 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:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY