

**RESOLUTION No. 10 – 53**

**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 EDIFY NATIONAL MARKETING, LLC. FOR THE PROVISION OF CONTINUED INSURANCE AGENT OF RECORD SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral requires the services of an Insurance Agent of Record; and

**WHEREAS**, EDIFY National Marketing, LLC., (EDIFY) has been providing said service to the City of Doral; and

**WHEREAS**, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into an agreement with EDIFY, presented herein as Exhibit "A," for the continued provision of Insurance Agent of Record services.

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

**Section 1.** The City Council of the City of Doral hereby authorizes the City Manager to negotiate and enter into an agreement with EDIFY, presented herein as Exhibit "A," for the continued provision of Insurance Agent of Record services.

**Section 2.** This Resolution shall take effect immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	No
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 10<sup>th</sup> day of March, 2010.

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

# EXHIBIT “A”

**CONTRACT FOR INSURANCE AGENT SERVICES**

THIS CONTRACT made and entered into on the 30 day of MARCH, 2010 by and between:

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

AND

EDIFY National Marketing, LLC  
7705 N.W. 4857 Suite 100  
DORAL FL. 33166  
(Hereinafter referred to as "the Contractor");

WITNESSETH:

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

**ARTICLE 1**

1. THE CONTRACT DOCUMENTS

1.1 The Contract Documents shall consist of this Contract, the Request for Qualifications issued by the City, the Contractor's proposal submitted to the City in response thereto, and the Scope of Services attached hereto and made part hereof as Attachment "A".

**ARTICLE 2**

2. SCOPE OF WORK

2.1 The Contractor shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents in order to be the insurance agent of record for the City.

**ARTICLE 3**

3. CONTRACT SUM

3.1 The Contractor agrees to charge the City in accordance with the fee schedule attached hereto and made part hereof as Attachment B. The fee schedule may only be adjusted by mutual written agreement of the parties hereto.

H/A RY  


ARTICLE 4

4. CONTRACT TIME

4.1 The work to be performed under this Contract shall commence as of the date of this Contract and shall terminate on September 30, 2010. The City shall have the option to extend this Contract for two additional one-year terms upon thirty (30) days' prior written notice to the Contractor.

ARTICLE 5

5. INVOICING AND PAYMENT

5.1 Contractor 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.

5.2 The Contractor's invoice shall show the amount due, and any other supporting documentation as may be required by the Contract documents for approval.

5.3 The City may withhold, in whole or in part, payment to such extent as may be necessary to protect the City on account of:

5.3.1 Defective work not remedied.

5.3.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.

5.3.3 Failure of the Contractor to make payment to subcontractors or suppliers for materials or labor.

5.3.4 Damage to another contractor not remedied.

ARTICLE 6

6. INDEMNIFICATION

6.1 The Contractor shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents from any and all losses, claims, damages, liabilities, and expenses, direct, indirect or consequential due to any claim arising from or out of the contract work

ARTICLE 7

7. ASSIGNMENT

7.1 This Agreement shall not be assignable by the Contractor.

N/A  
Ry GA

N/A  
Ry GA

N/A  
Ry GA

N/A  
Ry GA

N/A  
Ry GA

N/A  
Ry GA

## ARTICLE 8

### 8. PROHIBITION AGAINST CONTINGENT FEES

- 8.1 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 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 Contractor 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 9

### 9. TERMINATION

- 9.1 This Contract may be terminated by the City upon ten days' written notice with or without cause and by the Contractor upon 30 days' written notice with or without cause. If this Contract is terminated, the Contractor 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 10

### 10. NONEXCLUSIVE AGREEMENT

- 10.1 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 11

### 11. ENTIRE AGREEMENT

- 11.1 This Contract, together with all pertinent documentation including specifications and related materials shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.

## ARTICLE 12

### 12. ATTORNEY'S FEES

- 12.1 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 13

### 13. INSURANCE.

13.1 The Contractor shall secure and maintain throughout the duration of this Contract 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 and have agents upon whom service of process may be made 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 coverages shall include a minimum of:

13.1.1. **Worker's Compensation and Employer's Liability Insurance.** If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law.

13.1.2. **Comprehensive Automobile and Vehicle Liability Insurance.** Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

13.1.3. **Professional Liability:** The Contractor shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.

Certificates of Insurance shall be provided to the City at the time of execution of this Contract and certified copies provided if requested. Each policy certificate shall be 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 14

### 14. NOTICES

14.1 All notices and communications to the City shall be in writing and 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 33185

With a copy to:

Jimmy Morales, Esq.  
City Attorney  
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 W. Flagler Street, Suite 2200  
Miami, Florida 33130

Barbara Herrera  
City Clerk  
City of Doral  
8300 NW 53 Street, Suite 100  
Doral, Florida 33185

Contractor:

EDIFY National Marketing, LLC  
7705 N.W. 48th Suite 100  
Doral FL 33166

#### ARTICLE 15

##### 15. GOVERNING LAW

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

#### ARTICLE 16

##### 16. NONDISCRIMINATION.

16.1 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 agrees to abide by all Federal and State laws regarding nondiscrimination.

#### ARTICLE 17

##### 17. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.

17.1 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. 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. 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.

#### **ARTICLE 18**

##### **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.

#### **ARTICLE 19**

##### **19. COMPLIANCE WITH LAWS**

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

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.

Contractor:

City:

EDIFY National Marketing, LLC

City of Doral

By: Roger Louzale  
Name: ROGER LOUZALEZ  
Title: Managing Partner

By: Yvonne Soler-McKinley  
Yvonne Soler-McKinley  
City Manager

Attest: Michael

Attest: Barbara Herrera  
Barbara Herrera  
City Clerk

Approved as to legal sufficiency

by: Jimmy Morales  
Jimmy Morales  
City Attorney