

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
SFM Landscape Services LLC
FOR
ITB 2022-25 Floating Debris Removal Services**

THIS AGREEMENT is made between **SFM Landscape Services LLC**, an active, for-profit Florida corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee to **PROVIDE FLOATING DEBRIS REMOVAL SERVICES FOR THE CITY OF DORAL ALONG THE SECONDARY CANAL SYSTEM** (the "Project"); and

WHEREAS, the Services would commence upon approval of the agreement at the **January 11, 2023** City Council Meeting and the contract duration will be for a two (2) year period with the option to renew for an additional two (2) one-year periods; and

WHEREAS, the City Council approved staff's recommendation during its **January 11, 2023** Regular Council Meeting via Resolution No. 23-05 and authorized the City Manager to enter into an agreement on behalf of the City with Provider; and

WHEREAS, the Provider and City, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services; and

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

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

- 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as **Exhibit "A"**, which is incorporated herein and made a part hereof by this reference.
- 1.2 The "Scope of Services" includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through the initial two (2) year contract time, unless earlier terminated in accordance with Paragraph 8. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider. 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 Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Provider shall be compensated in the following manner:

3.1.1 The Public Works Director or his designated representative must approve the work and related costs prior to the commencement of work by the issuance of a Work Order. The City will determine if the completed work is acceptable.

3.1.2 If the work does not meet the City requirements, Provider must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the Provider at no additional cost to the City within a period of 24 hours.

3.1.3 Upon satisfactory completion of specified and authorized work as determined by the sole discretion of the City, Provider shall invoice the City the fees associated with the work in accordance with the fees specified in Exhibit "A". Any services or equipment not specified in Exhibit "A" shall be treated as a change order and must be approved in writing by the City prior to commencement of the work.

3.1.4 Provider shall invoice the City by the first Friday of each month the completed Application for Payment for the previous period. If the City Manager in his/her sole discretion determines that the work has been performed according to the job specifications, the City shall pay such invoice within thirty (30) days.

3.1.5 Provider invoice shall include a complete breakdown of the work order components, the quantities of material used and installed, and the amount due and other supporting documentation as may be required by the Contract documents or the City for approval.

3.1.6 Provider agrees to charge the City a monthly invoice per work performed and materials used reflected under Exhibit "A" for the Floating Debris Removal Services.

3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay 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.

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. **Provider's Responsibilities.**

5.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service as is ordinarily provided by the provider under similar circumstances. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

6. **Conflict of Interest.**

6.1 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.

7. **Termination.**

7.1 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.

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

7.3 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 7.4.

7.4 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.

7.5 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.

8. **Insurance.**

8.1 The Provider shall secure and maintain throughout the duration of this Agreement professional liability, medical and/or commercial insurance of such type and in such amounts as required by Exhibit "B". The insurance carrier 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.

8.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. 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.

9. **Nondiscrimination.**

9.1 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

10. **Attorneys' Fees and Waiver of Jury Trial.**

10.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. **Indemnification.**

11.1 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.

- 11.2 The provisions of this section shall survive termination of this Agreement.
- 11.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

12. Notices/Authorized Representatives.

- 12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Barbara Hernandez
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: NABORS, GIBLIN & NICKERSON, P.A.
Interim City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

For the Provider: Christian Infante
President
SFM Landscape Services LLC
9700 NW 79 Avenue
Hialeah Gardens, FL 33016

13. Governing Law.

- 13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

14. **Entire Agreement/Modification/Amendment.**

- 14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15. **Ownership and Access to Records and Audits.**

- 15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.
- 15.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.
- 15.3 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.
- 15.4 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 CUSTODIAN OF PUBLIC RECORDS AT (305) 593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53 TERRACE DORAL, FL 33166.

THE PROVIDER SHALL ALSO:

- 1. KEEP AND MAINTAIN PUBLIC RECORDS REQUIRED BY THE CITY OF DORAL TO PERFORM THE SERVICE.
- 2. UPON REQUEST FROM THE CITY OF DORAL CITY CLERK, 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 IN CHAPTER 119 OR AS OTHERWISE PROVIDED BY LAW.

3. 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 AGREEMENT IF THE CONTRACTOR DOES NOT TRANSFER THE RECORDS TO THE CITY.
4. UPON COMPLETION OF THE AGREEMENT, TRANSFER, AT NO COST, TO THE CITY ALL PUBLIC RECORDS IN POSSESSION OF THE PROVIDER OR KEEP AND MAINTAIN PUBLIC RECORDS REQUIRED BY THE PUBLIC AGENCY TO PERFORM THE SERVICE. IF THE PROVIDER TRANSFERS ALL PUBLIC RECORDS TO THE CITY UPON COMPLETION OF THE AGREEMENT, 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 AGREEMENT, THE PROVIDER SHALL MEET ALL APPLICABLE REQUIREMENTS FOR RETAINING PUBLIC RECORDS. ALL RECORDS STORED ELECTRONICALLY MUST BE PROVIDED TO THE CITY, UPON REQUEST FROM THE CITY'S CUSTODIAN OF PUBLIC RECORDS, IN A FORMAT THAT IS COMPATIBLE WITH THE INFORMATION TECHNOLOGY SYSTEMS OF THE CITY.

16. **Nonassignability.**

- 16.1 This Agreement shall not be assignable by Provider. 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.

17. **Severability.**

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

18. **Independent Contractor.**

- 18.1 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.
- 18.2 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

19. **Compliance with Laws.**

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

20. **Waiver**

20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. **Survival of Provisions**

21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. **Prohibition of Contingency Fees.**

22.1 The 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.

23. **Counterparts**

23.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

24. **Interpretation.**

24.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to

the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

24.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

25. **Discretion of City Manager.**

25.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

26. **Third Party Beneficiary**

26.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.


27. **No Estoppel**

27.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.


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 Principal, whose representative has been duly authorized to execute same.

Attest:

CITY OF DORAL



Connie Diaz
City Clerk

By: 

Barbara Hernandez
City Manager

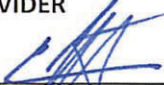
Date: 4/11/2023

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

PROVIDER



NABORS, GIBLIN & NICKERSON, P.A.
INTERIM CITY ATTORNEY

By: 

Its: President
Date: 3-13-23

EXHIBIT "A"
SOLICITATION

EXHIBIT "B"

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$1,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured
Primary Insurance Clause Endorsement

Coverage for X, C, U Included

Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability (if applicable)

Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	\$1,000,000
Any Auto/Owned Autos or Scheduled Autos	
Including Hired and Non-Owned Autos	
Any One Accident	

Coverage / Endorsement Required

Employees are covered as insureds
City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

- \$1,000,000 for bodily injury caused by an accident, each accident
- \$1,000,000 for bodily injury caused by disease, each employee
- \$1,000,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

- IV. Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer’s Liability.

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida and must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength, by the latest edition of AM Best’s Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor’s interests or liabilities but are merely minimums.

SECTION 00410 – NOTICE OF AWARD

To: SFM Landscape Services LLC

9700 NW 79 Avenue

Hialeah Gardens, FL 33016

PROJECT DESCRIPTION: City of Doral "**ITB 2022-25 Floating Debris Removal Services**" in accordance with Contract Documents as prepared by the City and The City has considered the Bid submitted by you for the above-described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the City of Doral "**ITB 2022-25 Floating Debris Removal Services**", in a not to exceed amount of \$157,926.00.

\$ One Hundred and Fifty-Seven thousand nine hundred and twenty six dollars (written amount)

You are required by the instruction to BIDDER's to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and Certificated of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said City will be entitled to, revoke the award and retain the Bid Security.

By: RAH

Title: City Manager

Dated this 18 day of January, 2023.

RESOLUTION No. 23-05

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2022-25 "FLOATING DEBRIS REMOVAL SERVICES" TO SFM LANDSCAPE SERVICES LLC, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SFM LANDSCAPE SERVICES LLC IN AN AMOUNT NOT TO EXCEED \$157,926.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT LOWEST BIDDER IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH SFM LANDSCAPE SERVICES LLC; AND AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4 Permit) and the National Flood Insurance Program Community Rating System (CRS), municipalities are required to implement numerous best management practices (BMPs) to prevent water pollution resulting from stormwater runoff; and

WHEREAS, one of the required practices is the cleaning of the canal system within the City's jurisdiction; and

WHEREAS, ITB #2022-25 was issued on August 29, 2022, to solicit bids from interested parties for the provision of floating debris removal services for the secondary canal systems within city limits; and

WHEREAS, upon completion of Procurement staff's review, SFM Landscape Services LLC. (the "Contractor") was deemed the lowest responsive, responsible bidder; and

WHEREAS, a copy of Contractor's Bid Submittal, which includes the "Professional Service Agreement", the ITB Inventory, and Bid Tabulation are all attached as Exhibit "A", which is incorporated herein and made a part hereof by this reference; and

WHEREAS, staff has recommended that the Mayor and the City Councilmembers award the ITB to the Contractor, approve the Professional Service Agreement ("Agreement") with the Contractor in a not to exceed amount of \$157,926.00, and authorize the City Manager to execute the Agreement and expend budgeted funds in furtherance hereof; and

WHEREAS, funding for this Agreement is budgeted in the current Fiscal Year and will be budgeted in subsequent Fiscal Years in the Public Works Stormwater Fund – "Contractual Services", Account No. 401.80005.500340.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Approval. The Agreement between the City and Contractor for the Project, in substantially the form provided in Exhibit "A", in the amount of \$157,926.00, is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Agreement and expend budgeted funds on behalf of the City in furtherance hereof. The City Manager is further authorized to negotiate and enter into an agreement with the next highest ranked firm, if an agreement cannot be entered into with Contractor, provided the next bidder accepts the contract amount approved above.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption. The motion was seconded by Councilmember Puig-Corve 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 11 day of January, 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:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

