



Rey Valdes
City Manager

October 23, 2024

Mr. Roger Gonzalez, Sr.
President
National Marketing Group Services, Inc.
7705 NW 48th Street, Suite 100
Doral, Florida 33166

Re: Extension of Professional Services Agreement between the City of Doral ("City") and National Marketing Group Services, Inc. ("NMGS"), dated January 14, 2020 (the "Agreement")

Dear Mr. Gonzalez,

As you are aware, the current Agreement between the City and NMGS is scheduled to expire on February 1, 2025. However, pursuant to Section 2.1 of the Agreement, the parties have the option to extend the Agreement beyond said term. Pursuant to the aforementioned section of the Agreement, the City invites NMGS to extend the Agreement for an additional two (2) year period commencing February 1, 2025, and expiring on January 31, 2027 (the "Renewal Term"), with no additional extensions.

During the Renewal Term specified above, the monthly Consulting Fee shall remain at \$6,333.33 for the first year. In the second year of the agreement, the monthly Consulting Fee will increase to \$6,750.00.

Except as specifically modified herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

Kindly sign this notice with your acceptance and return at your earliest convenience.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Rey Valdes.
City Manager

Acknowledgement and acceptance: Having received, read, and understood the terms of this notice, I, intending to bind National Marketing Group Services, Inc., hereby execute this notice as of the date set forth below.

Roger Gonzalez, Sr.
National Marketing Group Services, Inc.

10-28-24

Date

RESOLUTION No. 24-244

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A TWO (2) YEAR CONTRACT EXTENSION WITH NATIONAL MARKETING GROUP SERVICES, INC. FOR THE PROVISION OF BROKER AND AGENT OF RECORD SERVICES FOR EMPLOYEE INSURANCE BENEFITS, IN AN AMOUNT NOT TO EXCEED THE DEPARTMENTAL BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT EXTENSION AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE THEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 28, 2015, the City of Doral (“City”) issued Request for Proposals No. 2015-14, “Employee Health Benefits Broker/Agent of Record Services” (“RFP”) for the purpose for the purpose of soliciting proposals for employee insurance benefits; and

WHEREAS, pursuant to Resolution No. 15-174, the City Council awarded the RFP to National Marketing Group Services, Inc. (“NMGS”) and authorized the City to enter into a two (2) year contract with NMGS, with an option to renew for an additional two (2) one-year periods, which contract expired on January 31, 2020; and

WHEREAS, on December 12, 2019, pursuant to Resolution No. 19-317, the City Council authorized the City Manager to enter a new two (2) year agreement with NMGS, with an option to renew for an additional two (2) years, which agreement is scheduled to expire on February 1, 2024; and

WHEREAS, on January 10, 2024, pursuant to Resolution No. 24-08, the City Council authorized the City Manager to enter a one-year contract extension, which agreement is scheduled to expire on January 31, 2025; and

WHEREAS, NMGS provides the City with competitive prices for its services, and is a reliable vendor providing quality services; and

WHEREAS, NMGS's priority has consistently been to deliver high quality service in a timely, feasible and effective manner, and to exceed the City's expectations through well-defined standards and training that support the City's values; and

WHEREAS, staff respectfully requests that the City Council authorize the City Manager to extend the existing contract with NMGS for employee benefit broker/agent of record services for an additional two-year term, with no rate increase in the first year (\$76,000.00) and a \$5,000.00 increase in the second year, allowing the City to maintain high-quality service for its employees while providing the Human Resources and Procurement Departments the necessary time to comprehensively research, develop, advertise, and procure future agreements for these 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. The City Council hereby approves the extension of the agreement between the City of Doral and National Marketing Group Services, Inc. for Employee Health Benefits Broker/Agent of Record Services and the City's voluntary benefits offerings for an additional term of two (2) years, with no additional extensions. The extension amount shall not exceed \$76,000.00 for the first year and \$81,000.00 for the second and final year.

Section 3. Authorization. The City Manager is authorized to execute the

contract extension letter attached hereto as Exhibit "A" and expend budgeted funds in an amount not to exceed \$76,000.00 for year one and \$81,000.00 for year two on behalf of the City.

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 Puig-Corve who moved its adoption.

The motion was seconded by Councilmember Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 23 day of October, 2024.



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:



LORENZO COBIELLA
GASTESI, LOPEZ & MESTRE, PLLC
CITY ATTORNEY

EXHIBIT “A”



Memorandum

Date: October 23, 2024

To: Honorable Mayor and Councilmembers

Via: Rey Valdes
City Manager

From: Maria T. José
Human Resources Director

Subject: **National Marketing Group Services, Inc / Extension of Contract**

Introduction

This memorandum provides staff's recommendation to extend the contract with National Marketing Group Services, Inc. (NMGS), whose current agreement is set to expire on February 1, 2025. The proposed extension will help the City maintain the high-quality service consistently provided to its employees and will give the Human Resources and Procurement Departments the necessary time to thoroughly research, develop, advertise, and procure future agreements for this service.

Background

The Human Resources Department utilizes a Broker and Agent of Record to manage its health, dental, vision, life and ancillary benefits from reputable carriers. The Agent of Record ensures that both the City and its employees receive cost-effective and high-quality health benefits through insurance negotiations.

NMGS conducts a thorough review of insurance coverages and other employee benefits, including health, disability, life, dental, vision, short/long-term disability, wellness, and related programs. NMGS also supports and assists with any carrier issues, such as follow ups, calls and claims review plus benefits presentation for open enrollment.

National Marketing Group Services, Inc / Extension of Contract

Page 2 of 2

NMGS has consistently delivered quality service, handling key responsibilities such as employee benefits enrollment, annual carrier price negotiations, ACA filing with the IRS, resolving insurance and billing issues, and reviewing ancillary benefits offered throughout the fiscal year.

Extending the contract with NMGS for an additional two years will help the City maintain the high quality of service consistently provided to its employees. This extension will also allow the Human Resources Department, in collaboration with the Procurement Department, the necessary time to thoroughly research, develop, advertise, and secure future agreements for this service.

Procurement

On May 28, 2015, RFP #2015-14 was issued to solicit Employee Health Benefits Broker/Agent of Record Services. Six proposals were received and reviewed on June 26, 2015, and staff recommended awarding the RFP to NMGS. The Council authorized the City Manager to negotiate and enter into an agreement with NMGS for a two-year period, with options for two additional one-year renewals, for a total possible contract duration of four years, at a maximum cost of \$55,000.00 per fiscal year.

The City entered a professional services agreement with NMGS for voluntary services at \$5,000.00 per month. The initial two-year term expired on January 31, 2018, with subsequent one-year renewals expiring in 2019 and 2020.

On December 12, 2019, Resolution No. 19-317 authorized a new two-year agreement with an option to extend for an additional two years, at a consulting rate of \$5,500.00 per month. The latest contract extension, approved by Resolution No. 24-08 on January 10, 2024, set a new monthly rate of \$6,333.33 and extended the agreement until January 31, 2025.

Funding for this service is allocated in the current Fiscal Year and will be budgeted for FY 2025-26 in the General Government account (00150005 500310).

Recommendation

Staff respectfully requests that the Mayor and City Council authorize a two-year contract extension with NMGS, with no additional extensions. The proposed extension includes no rate increase for the first year and an increase of \$5,000.00 for the second year.

RESOLUTION No. 24-08

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A ONE (1) YEAR CONTRACT EXTENSION WITH NATIONAL MARKETING GROUP SERVICES, INC. FOR THE PROVISION OF BROKER AND AGENT OF RECORD SERVICES FOR EMPLOYEE INSURANCE BENEFITS IN AN AMOUNT NOT TO EXCEED \$76,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT EXTENSION AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE THEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 28, 2015, the City of Doral (“City”) issued Request for Proposals No. 2015-14, “Employee Health Benefits Broker/Agent of Record Services” (“RFP”) for the purpose for the purpose of soliciting proposals for employee insurance benefits; and

WHEREAS, pursuant to Resolution No. 15-174, the City Council awarded the RFP to National Marketing Group Services, Inc. (“NMGS”) and authorized the City to enter into a two (2) year contract with NMGS, with an option to renew for an additional two (2) one-year periods, which contract expired on January 31, 2020; and

WHEREAS, on December 12, 2019, pursuant to Resolution No. 19-317, the City Council authorized the City Manager to enter a new two (2) year agreement with NMGS, with an option to renew for an additional two (2) years, which agreement is scheduled to expire on February 1, 2024; and

WHEREAS, NMGS provides the City with competitive prices for its services, and is a reliable vendor providing quality services; and

WHEREAS, NMGS's priority has consistently been to deliver high quality service in a timely, feasible and effective manner, and to exceed the City's expectations through well-defined standards and training that support the City's values; and

WHEREAS, staff respectfully requests that the City Council authorize the City Manager to extend the terms and conditions of the existing contract with NMGS to provide employee benefit broker/agent of record services for a term of one (1) year, which extension will also increase the monthly consulting fee from \$5,500 per month to \$6,333.33 per month, in a total amount not to exceed \$76,000.00, while City staff works on commencing a new competitive procurement process.

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. The City Council hereby approves an extension of the agreement between the City of Doral and National Marketing Group Services, Inc, for Employee Health Benefits Broker/Agent of Record Services and the City's voluntary benefits offering for a term of one (1) year, in an amount not to exceed \$76,000.00.

Section 3. Authorization. The City Manager is authorized to execute the contract extension letter attached hereto as Exhibit "A" and expend budgeted funds in an amount not to exceed \$76,000.00 on behalf of the City.

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 Puig-Corve who moved its adoption.

The motion was seconded by Councilmember Porras and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 10 day of January, 2024.



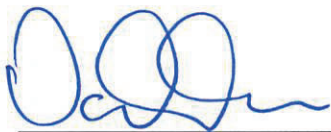
CHRISTI FRAGA, MAYOR

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

EXHIBIT “A”



Barbara Hernandez
City Manager

January 26, 2024

Mr. Roger Gonzalez, Sr.
President
National Marketing Group Services, Inc.
7705 NW 48th Street, Suite 100
Doral, Florida 33166

Re: Extension of Professional Services Agreement between the City of Doral ("City") and National Marketing Group Services, Inc. ("NMGS"), dated January 14, 2020 (the "Agreement")

Dear Mr. Gonzalez,

As you are aware, the current Agreement between the City and NMGS is scheduled to expire on February 1, 2024. However, pursuant to Section 2.1 of the Agreement, the parties have the option to extend the Agreement beyond said term. Pursuant to the aforementioned section of the Agreement, the City invites NMGS to extend the Agreement for an additional one (1) year period commencing February 1, 2024, and expiring on January 31, 2025 (the "Renewal Term").

During the Renewal Term set forth above, the new monthly Consulting Fee shall be \$6,333.33.

Except as specifically modified herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

Kindly sign this notice with your acceptance and return at you earliest convenience.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Barbara Hernandez
City Manager

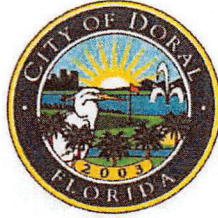
Ac knowledge and acceptance: Having received, read, and understood the terms of this notice, I, intending to bind National Marking Group Services, Inc., hereby execute this notice as of the date set forth below.

Roger Gonzalez, Sr.

1-26-24

Date _____

National Marking Group Services, Inc.



November 29, 2021

Hernan M. Organvidez
Interim City Manager

Roger Gonzalez, Sr.
President
National Marketing Group Services, Inc.
7705 NW 48th Street Suite 100
Doral, FL 33166

Ref: Extension of Professional Services Agreement for National Marketing Group Services, Inc.

Dear Mr. Gonzalez,

As you are aware, the above referenced professional services agreement was originally scheduled to end on February 1, 2022. The City of Doral invites your company to extend the term of this agreement up to an additional 2 years. The terms of the agreement shall remain in full force and effect. The new expiration date will now be February 1, 2024, and the new monthly consulting fee is \$5,500.00.

The city wishes to thank you for your continued services. It is fully recognized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral community.

Please kindly acknowledge receipt of this notice by signing in the corresponding area below and returning an original copy to my office at your earliest possible convenience.

Sincerely,

Hernan M. Organvidez
Interim City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind National Marketing Group Services, Inc., hereby execute this notice as of the date below.

Roger Gonzalez, Sr.
National Marketing Group Services, Inc.

12-2-21
Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
NATIONAL MARKETING GROUP SERVICES, INC.
FOR
AGENT OF RECORD FOR INSURANCE AND ADDITIONAL BENEFITS**

THIS AGREEMENT is made between **NATIONAL MARKETING GROUP SERVICES, INC.** an active, for-profit Florida corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the City seeks to provide the most competitive and cost-effective insurance plans and benefits for its employees; and

WHEREAS, on May 28, 2015, the City of Doral (the "City") issued Request for Proposal #2015-14, "Employee Health Benefits Broker/ Agent of Record Services (the "RFP")" (the RFP) for the purpose for the purpose of soliciting proposal for employee insurance benefits; and

WHEREAS, via Resolution 15-174, a two-year contract with an option to renew for an additional two one-year periods was awarded to National Marketing Group Services, Inc. ("NMS"); and

WHEREAS, the initial two (2) year period of the contract expired on January 31, 2018, the first one-year extension expired on January 31, 2019, and the second and final one-year extension will expire on January 31, 2020; and

WHEREAS, Resolution No. 19-192 granted the approval and implementation of the City's benefits for Fiscal Year 19-20, after careful consideration of the financial impact to the City and its employees, as well as the quality of health care benefits and review of the current medical benefits offering, past and current medical claims, Staff has requested the City Council to grant one-year extension as it will be in the best interest of the City of Doral; and

WHEREAS, National Marketing Group Services provides the City with competitive prices for its services, quality and reliability; and

WHEREAS, Section 2-321 of the City of Doral Code of Ordinances authorizes the wavier of the City's competitive bidding process, upon the recommendation of the City Manager that is in the City's best interest to do so due to the nature of the good and/or services; and

WHEREAS, the City Council approved staff's recommendation during its December 12, 2019 Regular Council Meeting via Resolution No. 19-317 and authorized the City Manager to enter into a two (2) year agreement with an option to renew for an additional two years.

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

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 February 1, 2022, unless earlier terminated in accordance with Paragraph 8. The City shall have two (2) one-year options to renew, and Provider shall maintain, for the entirety of the stated additional period(s), the same terms and condition included within this original Agreement. 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 Consultant.

- 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:

As compensation for the services contemplated herein and for performance rendered by National Marketing Group Inc. of its duties and obligations hereunder, the City shall pay to National Marketing Group, Inc a monthly fee of \$5,000.00 for Consulting fees. (The "Consulting Fee"). In no event shall the fees due under this agreement exceed budgeted funds.

- 3.2 The City shall pay Consultant 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 Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant 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 medical and/or commercial insurance of such type and in such amounts as required for Provider to operate its business.
- 8.2 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.

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: Albert P. Childress
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

For the Provider: Roger Gonzalez
President
National Marketing Group Services, Inc
7705 NW 48th Street Suite 100
Doral, FL 33166

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.

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.

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.

V. Umbrella Liability (Excess Follow Form)	
Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000

City of Doral listed as an additional insured
Excess Form over all applicable liability policies

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management

Consultant shall indemnify, defend and hold harmless the City, its elected officials, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Consultant, its employees, agents, or sub-contractors.

Consultant expressly agrees to indemnify and hold harmless the indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Consultant to the extent same it's covered by payments under workers' compensation or similar laws. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, without limitation, 725.06 & 725.08, F.S., if applicable. Severability shall apply to each sentence of this section. This indemnification shall survive the cancellation or expiration of the agreement.

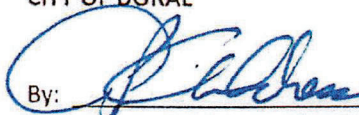
Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by Consultant.

Attest:

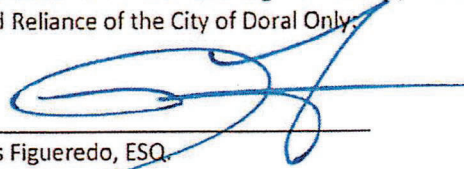


Connie Diaz, City Clerk

CITY OF DORAL

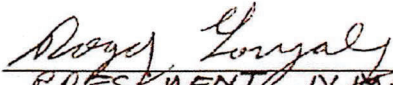

By: _____
Albert P Childress, City Manager
Date: Jan 14, 2020

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



Luis Figueredo, ESQ.
City Attorney

PROVIDER

By: 
Its: PRESIDENT, IYMS
Date: 1-14-20

“EXHIBIT A”

RESOLUTION No. 19-317

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-321 OF THE CITY CODE OF ORDINANCES, WAIVING THE COMPETITIVE BID PROCESS IN FAVOR OF NATIONAL MARKETING GROUP SERVICES, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO (2) YEAR AGREEMENT WITH NATIONAL MARKETING GROUP SERVICES, INC. WITH AN ADDITIONAL TWO (2) YEAR EXTENSION UNDER THE SAME TERMS, CONDITIONS, AND PRICES OF THE ORIGINAL CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 28, 2015, the City of Doral (the "City") issued Request for Proposal #2015-14, "Employee Health Benefits Broker/ Agent of Record Services (the "RFP")" (the RFP) for the purpose for the purpose of soliciting proposal for employee insurance benefits; and

WHEREAS, via Resolution 15-174, a two-year contract with an option to renew for an additional two one-year periods was awarded to National Marketing Group Services, Inc. ("NMS"); and

WHEREAS, the initial two (2) year period of the contract expired on January 31, 2018, the first one-year extension expired on January 31, 2019, and the second and final one-year extension will expire on January 31, 2020; and

WHEREAS, Resolution No. 19-192 granted the approval and implementation of the City's benefits for Fiscal Year 19-20, after careful consideration of the financial impact to the City and its employees, as well as the quality of health care benefits and review of the current medical benefits offering, past and current medical claims, Staff has requested the City Council to grant a two (2) year agreement with a two-year extension as it will be in the best interest of the City of Doral; and

WHEREAS, National Marketing Group Services provides the City with competitive prices for its services, quality and reliability; and

WHEREAS, section 2-321 of the City of Doral Code of Ordinances authorizes the wavier of the City's competitive bidding process, upon the recommendation of the City Manager that is in the City's best interest to do so due to the nature of the good and/or services; and

WHEREAS, based on the renewal rate, cost savings and quality of health care benefits, the Staff has recommended to the City Manager to waive of the competitive bid because it is in the City's best interest; and

WHEREAS, staff respectfully requests that the City Council authorize the City Manager to enter into a two (2) year agreement with an option to renew for an additional two (2) years.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Waiver. Pursuant to Section 2-321 of the City Code, and upon the recommendation of the City Manager, the competitive bid process is hereby waived in favor of National Marketing Services Group, Inc. This waiver in and of itself, absent an agreement, does not vest National Marketing Services Group, Inc. with any contractual rights.

Section 3. Approval. The agreement between the City of Doral and National Marketing Group Services, Inc, for Employee Health Benefits Broker/ Agent of Record Services and the City's voluntary benefits offering for one (1) year under the

same terms, costs and conditions, in an amount not to exceed budgeted funds, is hereby approved.

Section 4. Authorization. The City Manager is authorized to execute the agreement and extensions, and expend budgeted funds on the behalf of the City.


Section 5. 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 6. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Vice Mayor Fraga and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 12 day of December, 2019.




JUAN CARLOS BERMUDEZ, 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

FINAL MINUTES
CITY OF DORAL
COUNCIL MEETING

THURSDAY, DECEMBER 12, 2019 10:00 A.M.
CITY HALL COUNCIL CHAMBERS
8401 N.W. 53rd TERRACE, 3rd FLOOR
DORAL, FL 33166

10:00 A.M. Morning Session

1) Call to Order / Roll Call of Members

Meeting was called to order at 10:04 am. All members were present. (00:00:01)

Mayor Juan Carlos Bermudez	Present
Vice Mayor Christi Fraga	Present
Councilwoman Digna Cabral	Present
Councilman Pete Cabrera	Present
Councilwoman Claudia Mariaca	Present

Also present were:

- Albert Childress, City Manager
- Connie Diaz, City Clerk
- Luis Figueredo, City Attorney

2) Pledge of Allegiance (00:00:32)

3) Invocation (00:00:48)

Pastor Raul Sabbag gave the invocation.(00:00:51)

4) Agenda / Order of Business (00:02:01)

The City Manager requested to pull items 6Q and 9A off the Agenda.

Mayor Bermudez requested to move item 6F for discussion.

Councilwoman Mariaca requested to move items 6C and 6D for discussion.

By consensus, Agenda / Order of Business was approved.(00:02:06)

5) Public Comments (00:03:32)

A resident addressed the Council and spoke about pollution and development in the City. (00:05:08)

A resident addressed the Council and requested a meeting with the City Manager.(00:09:28)

A young resident addressed the Council and spoke in support of item 6C. (00:10:11)

A coach and resident addressed the Council and spoke about waiving the fees for coaches that participate in the programs.(00:11:04)

6) **Consent Agenda** (00:12:56)

Motion to approve items 6A, 6B, 6E, 6G, 6H, 6I, 6J, 6K, 6L, 6M, 6N, 6O, 6P, 6R, 6S, 6T, 6U and 6V on Consent made by Councilwoman Mariaca and seconded by Councilman Cabrera. Roll call vote - motion passes unanimously.(00:13:08)

A) **19-3544 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AMENDMENT TO MODIFY THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR DOWNTOWN DORAL SOUTH; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE**

 Legislation Text

 Memo

 DDS Amended MDA

 DRAFT for Art Program Downtown Doral South

 Res. No. 19-Amendment to Modify MDA Downtown Doral South

(Item was approved on Consent)

B) **19-3567 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2019-28 "STRATEGIC PLANNING SERVICES" TO THE TOP RANKED FIRM AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ANALYTICA, TO PROVIDE STRATEGIC PLANNING SERVICES FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS IN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE**

 Legislation Text

 Memo

 Phase I - Score Sheets

 Strategic Planning Services - Master

Bid Tabulation - Phase I

2019-28 RFQ Analytica - Bid Submittal

2019-28 RFQ Business Trade and Services INC DBA BTS Consulting - Bid Submittal

Res. No. 19-Award Strategic Planning Services to Analytica

(Item was approved on Consent)

- C) **19-3549 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, URGING STATE LEGISLATION THAT WOULD RAISE THE LEGAL AGE TO 21 FOR THE PURCHASE OF VAPING PRODUCTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE (00:17:13)**

Legislation Text

Memo

Centers for Disease Control and Prevention

FDA Center for Tobacco Products

States List

Res. No. 19-Urging the Legislature to Enact Legislation Raising Vaping Age to 21

(Item was pulled from the Consent Agenda and placed as a Discussion Item by Councilwoman Mariaca during Agenda / Order of Business)


Motion to approve made by Councilwoman Mariaca and seconded by Councilman Cabrera. By consensus, motion passes unanimously. (00:17:27)

- D) **19-3553 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, SUPPORTING THE PASSAGE OF HOUSE BILL 575, AN ACT RELATING TO APPLIED BEHAVIOR ANALYSIS SERVICES; AMENDING 400.9905, F.S.; PROVIDING FOR AN EXEMPTION FROM LICENSURE REQUIREMENTS FOR CERTAIN INDIVIDUALS WHO ARE EMPLOYED OR UNDER CONTRACT WITH CERTAIN ENTITIES PROVIDING APPLIED BEHAVIOR ANALYSIS SERVICES; AMENDING S. 110.572, F.S.; REDEFINING THE TERM "PRIVATE INSTRUCTIONAL PERSONNEL" TO INCLUDE CERTAIN BEHAVIOR ANALYSTS SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE (00:18:12)**

Legislation Text

Memo

 HB 575

 Res. No. 19-Support of HB 575


(Item was pulled from the Consent Agenda and placed as a Discussion Item by Councilwoman Mariaca during Agenda / Order of Business)

Motion to approve made by Councilwoman Mariaca and seconded by Councilman Cabrera. By consensus, motion passes unanimously.
(00:18:45)

- E) **19-3522 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE RETROACTIVE APPROVAL OF EXPENDITURES IN FISCAL YEAR 2019; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

 Legislation Text

 Memo

 Exhibit A


 Res. No. 19-Approval of Retroactive Expenditures FY 2019

(Item was approved on Consent)

- F) 19-3556 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-321 OF THE CITY CODE OF ORDINANCES, WAIVING THE COMPETITIVE BID PROCESS IN FAVOR OF NATIONAL MARKETING GROUP SERVICES, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENSION OF THE AGREEMENT WITH NATIONAL MARKETING GROUP SERVICES, INC.; FOR AN ADDITIONAL ONE (1) YEAR UNDER THE SAME TERMS, CONDITIONS, AND PRICES OF THE ORIGINAL CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT EXTENSION AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE (00:19:50)**

 Legislation Text

 Memo

 2019-01-31 Extension Agent of Record

 2019-01-31 Extension Voluntary Benefits

 Res. No. 19-Extension to National Marketing Group Agreement

(Item was pulled from the Consent Agenda and placed as a Discussion Item by Mayor Bermudez during Agenda / Order of Business)


Motion to approve and enter into a two-year agreement with an option to renew for two additional years made by Councilwoman Mariaca and seconded by Vice Mayor Fraga. By consensus, motion passes unanimously.(00:20:18)

- G) 19-3532 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BID PROCESS PURSUANT TO SECTION 2-321 OF THE CITY CODE OF ORDINANCES TO PURCHASE A (3) THREE-YEAR ANNUAL RENEWAL PALO ALTO NETWORKS MAINTENANCE AND SUPPORT WITH CLARIUM MANAGED SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

 Legislation Text

 Memo

 Proposal

 Res. No. 19-Renewal Palo Alto Networks Maintenance and Support

(Item was approved on Consent)

- H) 19-3536 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY CODE OF ORDINANCES, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH LANDSCAPE STRUCTURES FOR THE PROVISION OF INSTALLING NEW SURFACING FOR THE SPLASH PAD AT DORAL LEGACY PARK IN AN AMOUNT NOT TO EXCEED \$48,109.00 PLUS A 10% CONTINGENCY FOR A TOTAL NOT TO EXCEED AMOUNT OF \$52,919.90, VIA THE NJPA CONTRACT # 030117-LSI THROUGH SOURCEWELL; APPROVING THE TRANSFER OF FUNDS IN THE AMOUNT OF \$52,919.90 FROM ACCOUNT 001.90005.500620 TO ACCOUNT 001.90005.500634; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

 Legislation Text

 Cover Memo

 Memo

 NJPA RFP Recreation and Playground

 NJPA Combined Ads

 NJPA Evaluation

Landscape Structures Proposal

Landscape Structures Price List

Landscape Structures Contract

Robertson Proposal

Res. No. 19-Splash Pad Surfacing Enhancement at Doral Legacy Park

(Item was approved on Consent)

- I) **19-3537 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2019-39 "RECREATIONAL BEACH TENNIS PROGRAM MANAGEMENT" TO THE TOP RANKED FIRM AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH DORAL BEACH TENNIS CLUB LLC. FOR THE PROVISION OF RECREATIONAL BEACH TENNIS PROGRAMMING FOR AN INITIAL PERIOD OF TWO (2) YEARS WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO (2) ONE (1) YEAR PERIODS FOR A TOTAL OF FOUR (4) YEARS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE SECOND RANKED FIRM IF AN AGREEMENT CANNOT BE REACHED WITH THE TOP RANKED FIRM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

Legislation Text

Cover Memo

Memo

RFP No. 2019-39 Award Recommendation Letter

RFP No. 2019-39 Bid Tabulation

RFP No. 2019-39 Recreational Beach Tennis Master

Pre Bid Actual

2019-39 RFP Doral Beach Tennis Club, LLC. - Bid Submittal

2019-39 RFP ALE Academy, LLC. - Bid Submittal

Res. No. 19-Award Recreational Beach Tennis Program Mgmt

(Item was approved on Consent)

- J) **19-3557 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN OUTDOOR EVENT PERMIT FOR LATIN QUARTERS PRODUCTIONS TO HOST THE "CHRISTMAS FEST 2019" EVENT AT DORAL COMMONS COMMERCIAL LOCATED AT 7586 NW 104 AVENUE, DORAL, FL 33178 ON SATURDAY, DECEMBER 14, 2019, FROM 12PM TO 10PM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

 Legislation Text

 Planning and Zoning Staff Report

 Exhibit A - Application and Exhibits

 Exhibit B - Department Costs

 Exhibit C - Police Fees

 Res. No. 19-Outdoor Event Permit Christmas Fest

(Item was approved on Consent)

- K) **19-3562 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DORAL AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION FOR POLICE OFFICERS AND POLICE SERGEANTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

 Legislation Text

 Cover Memo

 Memo

 Letter

 Agreement

 Exhibit A

 Exhibit B

 Res. No. 19-Collective Bargaining Agreement Police Officers and Sergeants

(Item was approved on Consent)

- L) 19-3563 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DORAL AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION FOR POLICE LIEUTENANTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

 Legislation Text

 Cover Memo

 Memo

 Letter

 Agreement

 Exhibit A

 Res. No. 19-Collective Bargaining Agreement Police Lieutenants

(Item was approved on Consent)

- M) 19-3570 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NUE URBAN CONCEPTS FOR CONSULTING SERVICES FOR THE REVIEW OF POLICE IMPACT FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

 Legislation Text

 Memo

 Quote Nue Urban Concepts

 Quote Raftelis

 Quote TischlerBise, Inc.

 Res. No. 19-Professional Services for Police Impact Fees Nue Urban

(Item was approved on Consent)


- N) 19-3566 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF


DORAL, FLORIDA, AUTHORIZING THE ADOPTION OF THE GENERAL SERVICES ADMINISTRATION (GSA) FEDERAL SUPPLY SERVICES STAPLES BUSINESS ADVANTAGE CONTRACT, FOR THE PURCHASE OF PRODUCTS AND SERVICES FOR THE CITY OF DORAL DEPARTMENTS AS NEEDED; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

 Legislation Text

 Memo

 Solicitation Document

 Proposer Questionnaire

 GSA Terms and Conditions GS-07F-035BA

 GSA Terms and Conditions GS-14F-0036K

 Res. No. 19-Adoption of Staples GSA Contract


(Item was approved on Consent)

- O) 19-3550 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A BUDGET TRANSFER IN THE AMOUNT OF \$50,000.00 FROM ACCOUNT 001.50005.500340 TO OTHER PUBLIC AFFAIRS DIVISION AND GENERAL FUND EXPENSE ACCOUNTS FOR THE CENSUS 2020 EDUCATIONAL CAMPAIGN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

 Legislation Text

 Memo

 Census Educational Campaign Budget

 Res. No. 19-132 Establishing a 2020 Census Complete Count Committee

 Res. No. 19-Budget Transfer for Census 2020 Educational Campaign

(Item was approved on Consent)

- P) 19-3551 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO WORK WITH THE GREATER MIAMI CHAMBER OF COMMERCE TO HOST EVENT ON JANUARY 15, 2020 AT THE DORAL GOVERNMENT CENTER INTENDED TO STRENGTHEN BUSINESS TIES IN OUR**

COMMUNITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

 Legislation Text

 Memo

 Facility Application Request

 Res. No. 19-Facility Request Greater Miami Chamber of Commerce

(Item was approved on Consent)

- Q) 19-3552 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO WORK WITH FUNDACION ARTISTAS UNIDOS TO HOST AN OPENING NIGHT EVENT AND EXHIBIT JANUARY 27-FEBRUARY 7, 2020 AT THE DORAL GOVERNMENT CENTER INTENDED TO PROMOTE ART IN YOUTH AND PROVIDE YOUNG RESIDENTS AND FAMILIES WITH CULTURAL ACTIVITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

 Legislation Text

 Memo

 Facility Application Request

 Res. No. 19-Facility Request Fundacion Artistas Unidos

(Item was pulled off the agenda by the City Manager during Agenda / Order of Business)

- R) 19-3546 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A WORK ORDER BETWEEN THE CITY OF DORAL AND EAC CONSULTING, TO PROCEED WITH PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND PREPARATION OF CONSTRUCTION PLANS FOR THE INTERSECTION IMPROVEMENTS AT NW 112 AVENUE AND NW 58 STREET, NW 112 AVENUE AND NW 50 STREET, AND NW 114 AVENUE AND NW 58 STREET IN AN AMOUNT NOT TO EXCEED \$127,817.08; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

 Legislation Text

 Cover Memo

 Memo

Report



Proposal

Work Order

Res. No. 19-Work Order EAC for Design of Intersection Improvements

(Item was approved on Consent)

- S) **19-3555 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A WORK ORDER BETWEEN THE CITY OF DORAL AND EAC CONSULTING, INC. FOR THE PROVISION OF POST DESIGN SERVICES DURING THE CONSTRUCTION OF ROADWAY IMPROVEMENTS ALONG NW 41 STREET BETWEEN NW 79 AVENUE AND NW 87 AVENUE, IN AN AMOUNT NOT TO EXCEED \$23,000.00; RECOGNIZING THAT EAC CONSULTING, INC. IS A CITY OF DORAL PRE-QUALIFIED VENDOR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE WORK ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

Legislation Text

Cover Memo

Memo

Res. No. 09-79

Res. No. 17-109

Res. No. 19-251

Proposal

Work Order

Res. No. 19-Work Order EAC for Post Design Services for NW 41 St Improvements

(Item was approved on Consent)

- T) **19-3547 A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO PHASE OUT VEHICLES, EXECUTE VEHICLE TITLES AND PROCEED WITH THE AUCTIONING OF VEHICLES LISTED IN EXHIBIT A; AND PROVIDING FOR AN EFFECTIVE DATE**

Legislation Text

 Memo

 Exhibit A

 Res. No. 19-Authorizing Auction of City Vehicles

(Item was approved on Consent)

Proclamation and Key to the City Requests

U) 19-3559 Proclamation for Hispanic Acting Society Day

 Legislation Text

 2019-12-21 Hispanic Acting Society Day Request

 2019-12-21 Hispanic Acting Society Day About

V) 19-3560 Proclamation for Payasitas Nifu Nifa Day

 Legislation Text

 2020-01-11 Payasitas Nifu Nifa Day Request

 2020-01-11 Payasitas Nifu Nifa Day Bio

(Item was approved on Consent)

7) Approval of Minutes

Motion to approve item 7A made by Councilman Cabrera and seconded by Councilwoman Mariaca. By consensus, motion passes unanimously. (00:13:40)

A) 19-3541 November 19, 2019 - Council Meeting Minutes (00:13:31)

 Legislation Text

 2019-11-19 Council Meeting - Draft Minutes

8) Presentations

A) 19-3534 Keep Doral Beautiful Business Award (00:14:02)

 Legislation Text

 Memo

 Westend of Miami LC

Edgard Estrada, Code Compliance Director, addressed the Council and presented the award.
(00:14:25)

9) Discussion Items

A) 19-3564 Discussion: Employee Policies and Procedures Manual

(Item was pulled off the agenda by the City Manager during Agenda / Order of Business)

 Legislation Text

 Memo

 Employee Policies and Procedures Manual FINAL DRAFT

10) Mayor's Report (00:24:36)

Mayor Bermudez presented his report.

Mayor Bermudez requested for staff to coordinate a date for the parking workshop in January 2020.(00:24:48)

11) Council Comments (00:25:57)

12) City Manager's Report (00:28:21)

Albert Childress, City Manager, addressed the Council and presented his report.(00:28:31)

i. Department Reports

**19- Department Reports - November 2019
3542**

 Legislation Text

 Code Compliance Monthly Report - November 2019

 Finance Department Monthly Report - November 2019

 Parks and Recreation Monthly Report - November 2019

Planning and Zoning Monthly Report - November 2019

13) **City Attorney's Report** (00:31:03)

14) **City Clerk's Report** (00:31:12)

A) **19-3543 City Clerk's Office November 2019 Monthly Report**

Legislation Text

City Clerks Office November 2019 Monthly Report

15) **Adjournment** (00:33:02)

Meeting went into recess at 10:37 am.(00:33:04)

6:00 P.M. Evening Session

16) **Call to Order / Roll Call of Members** (00:33:12)

Meeting was called to order at 6:10 pm. All members were present.(00:33:14)

17) **Pledge of Allegiance** (00:33:52)

18) **Invocation** (00:34:10)

Pastor Raul Mayorquin gave the invocation. (00:34:18)

19) **Agenda / Order of Business** (00:36:30)

By consensus, Agenda / Order of Business was approved.(00:36:33)

20) **Public Comments** (00:36:39)

A resident addressed the Council and provided suggestions for improvements in Doral.
(00:40:00)

21) **Presentations**

A) **19-3535 Fall 2019 Mayor's Citizen Government Academy Recap** (00:42:57)

Edgard Estrada, Code Compliance Director, addressed the Council and presented the recap.
(00:43:06)

Legislation Text

Memo

22) Public Hearings

Second Reading

- A) **19-3306 Ordinance #2019-34 "Non-Exclusive Franchise Fee Agreement with FPL" AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, GRANTING TO FLORIDA POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENT OF A FRANCHISE FEE TO THE CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (00:55:39)**

 [Legislation Text](#)

 [Memo](#)

 [Ord. No. 2019-34 Non-Exclusive Franchise Fee Agreement with FPL](#)

Public Hearing: There were no comments made during public hearing.

Motion to approve Ordinance #2019-34 on Second Reading made by Councilman Cabrera and seconded by Councilwoman Mariaca. Roll call vote - motion passes unanimously. (00:56:04)

- B) **19-3517 Ordinance #2019-35 "Encumbrance Carryforward Amendment FY 19-20" AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PROVIDING FOR AN ENCUMBRANCE CARRYFORWARD AMENDMENT INCREASING THE GENERAL FUND BUDGET FOR FISCAL YEAR 2019-2020; INCREASING THE TRANSPORTATION FUND BUDGET FOR FISCAL YEAR 2019-2020; INCREASING THE PARK IMPACT FEE FUND BUDGET FOR FISCAL YEAR 2019-2020; INCREASING THE POLICE IMPACT FEE FUND BUDGET FOR FISCAL YEAR 2019-2020; INCREASING THE LAW ENFORCEMENT TRUST FUND BUDGET FOR FISCAL YEAR 2019-2020; INCREASING THE BUILDING TECHNOLOGY FUND BUDGET FOR FISCAL YEAR 2019-2020; INCREASING THE CAPITAL IMPROVEMENT FUND BUDGET FOR FISCAL YEAR 2019-2020; INCREASING THE PARK BOND CAPITAL PROJECT FUND BUDGET FOR FISCAL YEAR 2019-2020; AND INCREASING THE STORMWATER FUND BUDGET FOR FISCAL YEAR 2019-2020; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE (00:57:17)**

 [Legislation Text](#)

 [Cover Memo](#)

 [Memo](#)

 [Exhibit A - Encumbrance Carryforward Schedule](#)

 [Exhibit B - 2019 Purchase Orders by GL Account](#)

Ord. No. 2019-35 Encumbrance Carryforward Amendment FY 19-20

Public Hearing: There were no comments made during public hearing.

Motion to approve Ordinance #2019-35 on Second Reading made by Councilwoman Mariaca and seconded by Councilwoman Cabral. Roll call vote - motion passes unanimously.
(00:58:06)

23) Adjournment (00:59:07)

Meeting adjourns at 6:35 pm.(00:59:20)

Respectfully submitted,

Connie Diaz, MMC
City Clerk

Motion to approve the minutes of the December 12, 2019 Council Meeting made by Councilman Cabrera and seconded by Councilwoman Mariaca.

Councilwoman Digna Cabral Absent / Excused
Councilman Pete Cabrera Yes
Councilwoman Claudia Mariaca Yes
Vice Mayor Christi Fraga Yes
Mayor Juan Carlos Bermudez Yes

APPROVED and ADOPTED this 8 day of January, 2021.

JUAN CARLOS BERMUDEZ, MAYOR



National Marketing Group Services, Inc.

November 12th, 2021

Hernan Organvidez
The City of Doral
City Manager
8401 NW 53 Terrace
Doral, Florida 33166

Dear Mr. Manager,

Please allow this letter to serve as a formal request to increase our agreement to \$500 a month for a three year period effective February 1st, 2022 through January 31st, 2025. National Marketing Group Services, Inc. has been getting paid \$60,000 per year for the last two years. The request on the new contract would be for \$66,000 per year for three years. This way your budget for our services would remain the same for those three years.

As you are aware, the quality and consistency of our work is demonstrated through the feedback management and the employees provide. In addition to the savings we represent to the City on a yearly basis by negotiating the best renewal rates possible, the expenses associated with the growth of The City in the last two years impacts the amount of time we dedicate to servicing the account, in addition to our enrollment systems which have gone up in price, ICOLA increases, etc. Furthermore, if the new contract gets approved, NMGS will begin to start paying the ACA Nelco electronic filing fee for the 1094/1095C forms throughout the duration of the new agreement.

I think everyone knows the quality and consistency of our work, besides the fact that I have been a resident and business owner in Doral since 1993 so I have a vested interest to make sure the City is running properly and is financially solvent.

I look forward to continuing to serve the City of Doral and its employees.

Sincerely,

A handwritten signature in blue ink that reads 'Roger Gonzalez'.

Roger Gonzalez
Founder and President

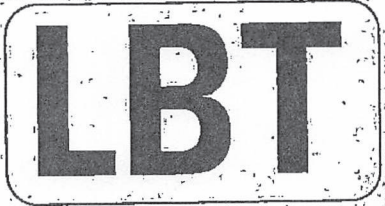
RG:mf

CC: Rita Garcia, Assistant Human Resources Director

005396

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



4322616

BUSINESS NAME/LOCATION

NATIONAL MARKETING GROUP SERVICES INC RENEWAL
7705 NW 48TH ST 100
DORAL FL 33166

RECEIPT NO.

4511193

**EXPIRES
SEPTEMBER 30, 2022**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER
NATIONAL MARKETING GROUP SVCS INC

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR

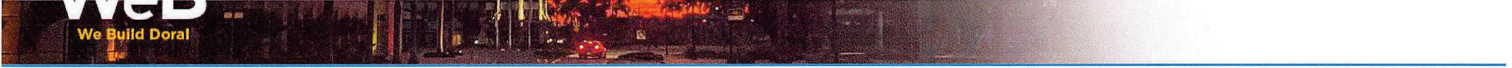
\$45.00 07/14/2021
CHECK 21-21-052987

Employee(s) 4

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



License Number: 2021003209

National Marketing Group Services, Inc.

NATIONAL MARKETING GROUP SERVICES INC

• License cannot be printed at this time. You do not have access to it.

[License Details \(\)](#) | [Tab Elements \(\)](#) | [Main Menu \(\)](#)

License Details

License Type:	BTR-CU General - New Application/Transfer of License	District:	Miami-Dade County
Issued By:	Palau, Kenia	Applied Date:	07/27/2021
Status:	Fees Paid	Period Start Date:	10/01/2021
Description:	BUSINESS SERVICES	Expiration Date:	09/30/2022

[Business](#) [Locations](#) [Fees](#) [Inspections](#) [Attachments](#) [Contacts](#) [More Info](#)



January 30, 2018

Roger Gonzalez
President and Founder
7705 NW 48th Street, Suite 100
Doral, FL 33166

Albert P. Childress
Acting City Manager

Ref: Renewal of Contract – National Marketing Group Services, Inc. (“NMGS”) for Benefit Consulting Services.

Dear Mr. Gonzalez:

Please allow this letter to serve as notice that the City of Doral (the “City”) is exercising its option to renew the agreement with NMGS for benefit consulting services (the “Agreement”) for a period of one year through January of 2020 (the “Renewal Term”). The terms of the Agreement will continue in full force and effect through the Renewal term.

Please kindly acknowledge receipt of this notice by signing in the corresponding area below and returning an original copy to my office at your earliest possible convenience.

On behalf of the City, please accept my sincerest gratitude for the services you have provided the City. If you have any question, please do not hesitate to contact me.

Sincerely,

Albert P. Childress
Acting City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind National Marketing Group Services, Inc., hereby execute this notice as of the date below.

National Marketing Group Services, Inc.

Roger Gonzalez
Roger Gonzalez, President

1/31/19
Date:

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
NATIONAL MARKETING GROUP SERVICES, INC.
FOR
BENEFIT CONSULTING SERVICES**

THIS AGREEMENT is made between **NATIONAL MARKETING GROUP SERVICES, INC.**, an active, for-profit Florida Corporation, validly engaging business in the state of Florida (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

RECITALS

WHEREAS, the administration of the City desires to enhance and improve the City's executive and voluntary benefit offerings with competitive benefits and premiums that represent benefits that are considered best in market; and

WHEREAS, Provider has particular expertise in the subject matter and is ready and able to offer the professional services in the manner desired by the City; and

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

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

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 Provider shall review voluntary benefit product offerings, conduct market research to determine best in market offerings, provide updates on new products, and make recommendations for potential product changes or modifications.
 - 1.2 Evaluate voluntary benefit product offerings that as may be required or considered by the City, establish possible vendors and making a recommendation on vendor by analyzing vendors on:
 - the viability of their products; and

- vendor credentials to ensure: (a) financial stability and soundness of product providers; (b) that the provider has a consistent record of good service; (c) reasonableness of premium rates; and (d) compliance with Section 125 requirements, where applicable.

1.3 Maintain an active and ongoing relationship with selected service providers/insurance carriers to ensure smooth operation and delivery of benefits as well as facilitating prompt review and resolution of plan and claims administration issues.

1.4 Provider shall conduct market research pertaining to executive level benefits provided by public sector employers in relevant markets and provide recommendations on product offerings or plan modifications for executive level benefits (city sponsored or voluntary) in order to ensure that the City maintains competitive executive benefits.

2. **Term/Commencement Date.**

2.1 The effective date of this Agreement shall be February 1, 2018. The Agreement shall remain in effect for twelve (12) months, through January 31, 2019, unless earlier terminated in accordance with Paragraph 8 herein. The City Manager may extend the term of this Agreement by written notice to the Provider.

3. **Compensation and Payment.**

3.1 In exchange for the performance of the Services, the City agrees to pay Provider, and Provider is entitled to receive, compensation in the amount \$416.67 per month, which amount shall include all labor, materials, transportation, and time associated with performance of the Services, regardless of the amount of time necessary to perform. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Services.

3.2 Provider shall issue an invoice to the City once a month for \$416.67. The City shall pay Provider in accordance with the Florida Prompt Payment Act.

4. **Sub-Providers.**

4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project.

4.2 Any subcontractors used on the Project 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 available maps, plans, existing studies, 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 services as is ordinarily provided by a professional provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Providers 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 This Agreement may be terminated by the City upon material breach of this Agreement by Provider that remains uncured for fifteen (15) days after receiving written notice of such breach by the City.
- 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 7.4.

- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, 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 prior to the end of the initial term or during the option years, Provider must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) 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 insurance of such type and in such amounts as required by Exhibit "A". 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.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall 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, or in accordance to policy provisions. 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 indemnify and hold harmless the City, its officers and employees, from and against any and all demands, claims, losses, suits, liabilities, judgment or damages, arising out of, related to, or any way connected with Provider's negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement, as determined by judgment and/or good faith settlement. 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 negligent 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: Edward Rojas
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider: Roger Gonzalez, Sr.
President
National Marketing Group Services, Inc.
7705 NW 48 Street, Suite 100
Doral, FL 33166

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, or 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 Upon full payment of all monies owed to the Provider, 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. The City agrees, to the fullest extent permitted by law, to indemnify and hold Provider harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Records by the City or any person or entity that obtains the Records from or through the City.

16.2 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.

16.3 Provider shall comply with public records laws, specifically, without limitation, to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

16.4 The City may cancel this Agreement if Provider refuses or fails to comply with this section, 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, and/or to comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

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.

19. **Independent Contractor.**

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

20. **Representations and Warranties of Provider.**

20.1 Avolve hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

20.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and duly registered, validly doing business and in good standing under the laws of the State of Florida;

20.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Avolve in accordance with its terms; and

20.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

21. **Compliance with Laws.**

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

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 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.

25. **Survival of Provisions**

25.1 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.

26. **Prohibition of Contingency Fees.**

26.1 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.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of

force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement.

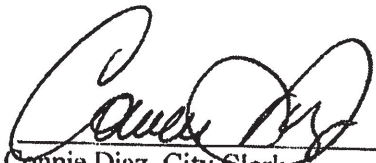
28. **Counterparts**

28.1 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.

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

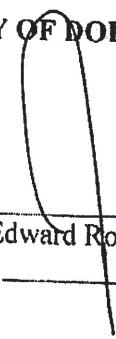
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By:  _____
Edward Rojas, City Manager
Date: 2.22.18

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



Weiss Serota Helfman Cole & Bierman, PL
City Attorney

National Marketing Group Services, Inc.


By: 
Its: PRESIDENT
Date: 2-12-18

Exhibit "A"
Insurance Requirements

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Primary Insurance Clause Endorsement
Contingent and Contractual Liability
Premises and Operations Liability

- II. Automobile Liability (if Applicable) \$1,000,000**
Owned or Scheduled Autos, including Hired and Non Owned Autos
City of Doral listed as an additional insured

III. Workers Compensation

Statutory Limits- State of Florida

Employer's Liability

A. Limits of Liability

\$500,000 for bodily injury caused by an accident, each accident
\$500,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

IV. Professional Liability/Error's & Omissions

A. Limits of Liability

Each Claim	\$5,000,000
Policy Aggregate	\$5,000,000
Retro Date Included	

FLORIDA DEPARTMENT of FINANCIAL SERVICES
NATIONAL MARKETING GROUP SERVICES, INC.

7705 NW 48TH STREET SUITE 100
DORAL FL 33166

Agency License Number L068349

Location Number: 121340

Issued On 02/20/2014

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jeff Atwater
Chief Financial Officer
State of Florida