# PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL AND EVENT DEPOT FOR

THIS AGREEMENT is made between EVENT DEPOT, 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").

ICE FOR HOLIDAY LIGHTS & ICE EVENT

#### RECITALS

WHEREAS, the City of Doral (the "City") hosts an annual holiday event called Holiday Lights & Ice (the "Event"), in which a principle feature is piles/mounds of ice/snow and a snow mountain on which children are allowed to play in order to mimic the Winter Season; and

WHEREAS, Since December of 2011, the Event Depot has been providing the ice to emulate snow and the snow mountain for our signature annual event, Holiday Lights & Ice; and

WHEREAS, the City entered into an agreement under Resolution #14-173 with the Event Depot in 2014 for the provision of ice and snow mountain for the Holiday Lights & Ice event; and

WHEREAS, throughout the current contract period, the Event Depot has provided excellent service and has worked seamlessly with City Staff in preparation for our annual Holiday Lights & Ice event under their contracted years, 2014, 2015 and 2016; and

WHEREAS, while conducting research, staff discovered that are no other local companies that would be able to provide the ice/snow, snow mountain and attraction attendants needed to execute our annual event. While there are other companies in Northern Florida or out-of-state that can provide components of the service or a similar product, the Event Depot is the only one that is able to provide the exact service needed as a package deal. Moreover, the Event Depot, a local Doral company, is a sole source vendor for the ice/snow and snow mountain in the Southeastern Region of Florida, and has been for the last six (6) years.; and

WHEREAS, the City Council approved Resolution # 17-183, authorizing the City Manager to enter into an agreement with Event Depot for the provision of providing the ice and snow mountain for the Holiday Lights & Ice event;

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. <u>Scope of Services/Deliverables.</u>

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

#### 2. Term/Commencement Date.

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for three (3) years from the date of execution of Agreement, unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion of the initial term, the City shall have two (2) one-year optional renewals for a total maximum term of five (5) years. The 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.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

#### 3. Compensation and Payment.

3.1 The Provider shall be compensated in the following manner:

X An amount not to exceed \$35,000.00 per fiscal year regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

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 to 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 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. <u>City's Responsibilities</u>.

- 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 Project as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the 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 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider, provided that the Provider has not commenced production of the materials needed for the Project. If production has commenced, the City Manager may not terminate this Agreement without cause. Cause shall not be defined as a failure on the part of Provider to: Follow the reasonable Project directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Project, whichever is less; and abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.3 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.
- 8.4 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, they 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 "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.
- 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 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 Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

#### 13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by

registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:

**Edward Rojas** 

City Manager

City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166

With a Copy to:

Daniel A Espino, Esq.

City Attorney

Weiss Serota Helfman

Pastoriza Cole & Boniske, P.L.

2525 Ponce De Leon Boulevard, 7th Floor

Coral Gables, FL 33134

For The Provider:

Event Depot 8306 Mills Drive Miami, FL 33183

# 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 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

- 16.2 The 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 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.
- 16.4 In addition to other contract requirements provided by law, shall comply with public records laws, specifically to:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - (b) Provide the public with access to public records on the same terms and conditions that the City 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; and
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City 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 City in a format that is compatible with the information technology systems of the City.

#### 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 Provider 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 Florida 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 Provider 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 Town 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:

Course for

CITY OF DORAL

By: Edward Rojas, City Manager

Date:

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

Attest:

**EVENT DEPOT** 

By:

Date: 11-21-2017

# **EXHIBIT A**

#### Scope of Work

- The Provider is responsible for the delivery and set up of the amount of ice requested by the City of Doral, which shall be placed on the ground to form four (4) piles of snow. The City of Doral will notify the Provider at least five (5) months in advance of the quantity of ice being requested.
- 2. The Provider is responsible for the delivery and set up of the Snow Mountain, which shall be divided into two lanes.
- 3. The Provider shall be responsible for obtaining any applicable permits required by the City of Doral.
- 4. The Provider must furnish to the City a Certificate of Insurance showing coverage of such type and with limits as specified in Exhibit "B", which is incorporated here by this reference.
- 5. The Provider will be on site at Doral Central Park (3000 NW 87<sup>th</sup> Ave), and ready to begin set up by 9:00am on the day of the event. Event date will be provided by the City at least two (2) months in advance.
- The Provider is responsible for the installation and placement of the requested amount of ice and Snow Mountain, in accordance with the event site map provided by the City of Doral prior to each event.
- The Provider shall provide an on-site Supervisor whom will be responsible for addressing any issues the day of the event. On-site Supervisor shall be point of contact for the City during event.
- 8. The Provider will be responsible for any damages caused to the event area by their vehicles or equipment.
- 9. The Provider must provide enough staff to ensure that the event set up is completed at least an hour and a half prior to the start of the event on the event date.
- 10. The Provider shall have all vehicles and equipment off event premises at least an hour prior to the start of the event on the event date.
- 11. The Provider will be required to provide a minimum of three (3) staff members to attend to the Snow Mountain for the duration of event.
- 12. The Provider shall be responsible for all breakdown procedures of the Snow Mountain after the event has concluded.
- 13. The Provider is responsible for the breakdown and removal of the remainder of the Snow Mountain from the event area no later than mid-day on the day after the event date.

# **EXHIBIT B**

# **INSURANCE REQUIREMENTS**

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to:

# I. Commercial General Liability

# A. Limits of Liability

**Bodily Injury & Property Damage Liability** 

\$1,000,000
\$2,000,000
\$1,000,000
\$1,000,000

#### **B.** Endorsements Required

Additional Insured: City of Doral, 8401 NW 53rd Terrace, Doral, FL 33166

Contingent & Contractual Liability Premises and Operations Liability

**Primary Insurance Clause** 

# II. Business Automobile Liability

#### A. Limits of Liability

**Bodily Injury and Property Damage** 

**Combined Single Limit** 

Any Auto/Owned Autos or Scheduled Autos

**Including Hired and Non Owned Autos** 

Any One Accident

\$1,000,000

#### **B.** Endorsements Required

City of Doral listed as an additional insured Coverage required for any vehicles on City premises for the purpose of fulfilling this contract.

# III. Workers Compensation

A. Statutory Limits - State of Florida (Coverage A)

All persons fulfilling this contract must be covered by Workers Compensation for statutory limits in compliance with the law of the State of Florida and any

applicable federal laws. Confirmation that Workers Compensation is provided for all persons fulfilling this contract whether employed, contracted, temporary or subcontracted is required.

#### **Employer's Liability (Coverage B)**

A. Limits of Liability \$100,000 for bodily injury caused by an accident, each accident \$100,000 for bodily injury caused by disease, each employee \$500,000 for bodily injury caused by disease, policy limit

# IV. Umbrella/Excess Liability (Excess Follow Form)

This type of policy 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 required and City as Additional Insured status.

Notification Requirements: All policies shall provide a 10-day notification clause in the event of cancellation, non-renewal, material modification, or any other lapse in coverage of the policy. In the event the insurance policy does not provide such notification, Contractor shall provide notification to the City. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be delivered to the City a minimum of 10 days prior to said expiration date. Valid Certificates must be on file with the City at all times during this contract.

Subcontractors' Compliance: It is the responsibility of the vendor to insure that all subcontractors comply with all insurance requirements.

Insurance Companies must be AM Best Rated no less than "A-, Class V". All insurance companies providing coverage must be authorized to do business in the State of Florida

All insurers, insurance policies, or certificates of insurance are subject to review and verification and amendment by City Risk Management. The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

# **RESOLUTION No. 17-183**

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, FOR THE PROCUREMENT OF ICE AND SNOW FOR THE HOLIDAY LIGHTS AND ICE EVENT; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EVENT DEPOT FOR THE PROVISION OF THE ICE AND SNOW MOUNTAIN FOR THE HOLIDAY LIGHTS & ICE EVENT FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO RENEW FOR TWO (2) ONE (1) YEAR RENEWALS FOR A FOR A TOTAL OF FIVE (5) YEARS IN AN AMOUNT NOT TO EXCEED \$35,000.00 PER FISCAL YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") hosts an annual holiday event called Holiday Lights & Ice (the "Event"), in which the principle feature is piles/mounds of ice/snow and a snow mountain on which children are allowed to play in order to mimic the Winter Season; and

WHEREAS, since December 2011, the Event Depot has been providing the ice to emulate snow and the snow mountain for our signature annual event, Holiday Lights & Ice; and

WHEREAS, the City entered into an agreement under Resolution #14-173 with the Event Depot in 2014 for the provision of ice and snow mountain for the Holiday Lights & Ice event; and

WHEREAS, throughout the current contract period, the Event Depot has provided excellent service and has worked seamlessly with City Staff in preparation for our annual Holiday Lights & Ice event under their contracted years, 2014, 2015 and 2016; and

WHEREAS, while conducting research, staff discovered that are no other local companies that would be able to provide the ice/snow, snow mountain and attraction attendants needed to execute our annual event. While there are other companies in

Northern Florida or out-of-state that can provide components of the service or a similar product, the Event Depot is the only one that is able to provide the exact service needed as a package deal. Moreover, the Event Depot, a local Doral company, is a sole source vendor for the ice/snow and snow mountain in the Southeastern Region of Florida, and has been for the last six (6) years.; and

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WHEREAS, Staff respectfully requests that the City Council authorize the City Manager to enter into an agreement with Event Depot for the provision of the Ice and Snow Mountain for the Holiday Lights & Ice Event for a period of three (3) years with an option to renew for two (2) one (1) year renewals for a total of five (5) years in an amount not to exceed \$35,000.00 per fiscal year. Funding for this service will come from account # 001.90005.500340.

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

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

<u>Section 2.</u> <u>Waiver of Bid Process.</u> Pursuant to Section 2-321 of the City's Code of Ordinances, the competitive bid process for the provision of ice and snow mountain is hereby waived in favor of the Event Depot.

<u>Section 3.</u> Approval. The agreement with the Event Depot for the provision of the ice and snow mountain in an amount not to exceed the budgeted amount for ice and snow mountain per fiscal year is hereby approved.

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

<u>Section 5.</u> <u>Effective Date.</u> This resolution shall take effect immediately upon adoption.

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

Mayor Juan Carlos Bermudez Yes Vice Mayor Pete Cabrera Yes

Councilwoman Christi Fraga Absent/Excused

Councilwoman Claudia Mariaca Yes Councilwoman Ana Maria Rodriguez Yes

PASSED AND ADOPTED this 11 day of October, 2017.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

CONNIE DIAZ, CMC

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL

WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL

**CITY ATTORNEY**