

**RESOLUTION No. 22-189**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-323(2) OF THE CITY'S CODE OF ORDINANCES, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BLUE LINE COUNSELING, INC. TO PROVIDE ANNUAL MENTAL HEALTH WELLNESS AND PSYCHOEDUCATIONAL SESSIONS; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, a police officer's mental health and wellbeing are just as critically important as an officer's physical health. Police officers are affected by trauma while doing their jobs serving our communities and experience high levels of emotional and physical stress throughout their careers as they repeatedly respond to numerous traumatic events; and

**WHEREAS**, Ms. Barosela launched her private practice, Blue Line Counseling, Inc. Blue Line Counseling, Inc. provides psychotherapy to individuals, couples, and families suffering from a range of psychological disorders to include mood disorders, anxiety disorders, thought disorders, personality disorders, substance abuse, relationship difficulties and adjustment disorders. Blue Line Counseling, Inc. has also specialized in providing annual mental wellness sessions to employees of local municipal police departments. Providing the experienced psychological support by Blue Line Counseling, Inc. for DPD officers will ensure access to professional and experienced mental health professionals who have experience in assisting police officers during the most critical and stressful moments of their careers and their lives; and

**WHEREAS**, Ms. Barosela has been providing psychological assistance and

support to police officers for 15 years. She herself is a law enforcement professional and understands the effects of prolonged exposure to traumatic events throughout a police officer's career. She has established a reputation of trust and confidence amongst her peers and has been responsible for the clinical supervision of licensed mental health professionals, ensuring adherence to the ethical and legal standards of the American Psychological and American Counseling Associations; and

**WHEREAS**, staff has recommended that the Mayor and City Council approve a professional services agreement with Blue Line Counseling, Inc. for two (2) years of mental health wellness and psychoeducational sessions in an amount not to exceed budgeted funds, pursuant to section 2-323(2) of the City Code of Ordinances.

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

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

**Section 2. Approval.** Pursuant to section 2-323(2), of the City's Code of Ordinances, the professional services agreement with Blue Line Counseling, Inc., attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, for the rendition of the services, for two (2) years of mental health wellness and psychoeducational sessions, is hereby approved. The funds will be allocated from the Professional Services Account No. #001.60005.500310, for a total not to exceed budgeted funds.

**Section 3. Authorization:** The City Manager is hereby authorized to enter

into an agreement with Blue Line Counseling, Inc. for the rendition of the services, subject to approval by the City Attorney as to form and legal sufficiency, and to expend budgeted funds, in furtherance hereof.

**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 provisions of this Resolution.

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

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 5 day of October, 2022.

  
\_\_\_\_\_  
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

# EXHIBIT “A”

**CITY OF DORAL POLICE DEPARTMENT AND  
BLUE LINE COUNSELING, INC.  
MENTAL HEALTH WELLNESS AGREEMENT**

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, by and between **Blue Line Counseling, Inc.** (THERAPIST) and the **City of Doral Police Department** (AGENCY), collectively referred to as ("THE PARTIES"), witness that:

**WHEREAS**, the AGENCY employs police officers and civilian staff (CLIENTS), and the THERAPIST provides mental health wellness and psychoeducational sessions to the CLIENTS.

**WHEREAS**, the parties have negotiated an agreement concerning their respective interests and wish to reduce their agreement to a written document reflecting their intentions, and

**WHEREAS**, Therapist will provide one year of mental health wellness sessions and psychoeducation to clients.

**WHEREAS**, Therapist can provide crisis intervention and/or critical incident stress debriefings with psychoeducation and follow up care, as requested.

**NOW, THEREFORE**, in consideration of the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Term:** The term of this agreement shall begin in October 1, 2022 and end September 30, 2024, unless terminated by either party.
2. **Termination:** Either party may terminate this contract at any time by giving written notice at least 30 days in advance.
3. **Compensation:** The agency shall pay the therapist at the rate of \$120 per client session. Therapist will provide crisis intervention response or critical incident debriefings as needed at no additional cost to the agency.
4. **Billing:** Therapist will invoice agency at the end of each month for the number of sessions provided.
5. **Records:** The therapist shall maintain attendance records and shall submit such records to the agency. No clinical notes or records will be provided to the agency, and all communication between the therapist and client will remain confidential, unless a threat of serious harm or death to oneself or other(s) exists.
6. **Confidentiality:** Therapist is dedicated to preserving the confidentiality and privacy of all clients. However, some State and Federal laws require the

disclosure of information in certain situations. Confidentiality must be breached:

- a. If the therapist suspects a child, elderly, or disabled person is abused or neglected, she is required to report that information to a State agency.
  - b. If a client brings criminal charges against the therapist.
  - c. When a Court orders that therapist's testimony of records.
  - d. When the therapist believes a client is a serious danger to him/herself or others.
7. **Subpoenas:** If client records are requested through subpoena, client will be notified in writing and provided with a copy of the subpoena. Client must then provide the therapist with a written objection to the subpoena or indicate that an objection will be filed with the Court (with a copy to the therapist). It is the client's responsibility to file this with the Court within the timeframe legally allowed.
8. **AGENCY Duties and Responsibilities:** The agency will provide without cost or expense to the therapist a private space to conduct said services at a location not frequented by agency personnel. The agency will assist with the scheduling of the sessions and with the notifications of appointment times to the clients.
9. **Liability Insurance:** Therapist agrees to maintain professional liability insurance to cover any acts or omissions of its employees or contracted providers in the amount of \$1,000,000.00 (One million dollars and 00/100 cents) per claim, \$3,000,000.00 (Three million dollars and 00/100 cents) for aggregate claim(s).
10. **Independent Contractor:** Therapist shall be deemed to be an independent contractor and not an agent or employee of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The therapist shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.
11. **Indemnification:** Therapist agrees to indemnify and hold harmless the agency, including its officers and employees, from liabilities, damages, losses, and costs caused by the negligence, recklessness, or intentionally wrongful conduct of the therapist. The agency agrees to be responsible for its own negligence. Nothing contained in this Agreement shall be construed as a waiver of the agency's sovereign immunity beyond the limits provided in section 768.28, Florida Statutes.

12. **Notices:** Any notice required or permitted under this contract shall be in writing and shall be hand-delivered or sent via certified mail, and shall be deemed given when mailed.
13. **No Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, which may be withheld in other party's sole discretion.
14. **Severability:** If any Agreement provision or application thereto to any circumstances is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of this Agreement shall remain valid and enforceable.
15. **Governing Law/Venue:** This Agreement shall be governed by the laws of the State of Florida. Exclusive jurisdiction and venue of any actions arising out of this Agreement shall be in Miami-Dade County, Florida.
16. **Waiver:** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.
17. **Entire Agreement/Amendments:** The Agreement, as amended herein, constitutes the entire agreement between the parties, and supersedes any prior understandings. This Agreement may be amended only by written amendments duly executed by the parties.

**In witness whereof**, the parties have executed this Agreement by their respective parties duly authorized the day and year written above.

ATTEST:

CITY OF DORAL:

\_\_\_\_\_

By: \_\_\_\_\_

City Clerk

Authorized Official

Approved as to Legal Sufficiency:

BLUE LINE COUNSELING, INC.:

\_\_\_\_\_

By: \_\_\_\_\_

City Attorney's Office

Melissa Barosela, LMHC