

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
ANDCO CONSULTING, LLC  
FOR  
INVESTMENT PERFORMANCE MONITORING AND ADVISORY SERVICES**

**THIS AGREEMENT** is entered into between **AndCo Consulting LLC**, an active, Limited Liability Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**RECITALS**

**WHEREAS**, on November 19, 2019 Council Meeting, the City Council of the City of Doral approved Resolution No. 19-271 approving the adoption of the Tohopekaliga Water Authority Contract with AndCo Consulting, LLC for Investment Performance Monitoring and Advisory services, for the City of Doral Departments, as needed; and authorizing the City Manager to enter into an agreement with AndCo Consulting, LLC; and

**WHEREAS**, section 2-322 of the City Code of Ordinances provides that the City may enter into contracts competitively entered into by other governmental entities; and

**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**

The Contractor shall provide services and accessories listed in Exhibit “A”, which is attached hereto and incorporated herein.

**2. Deliverables**

2.1 The Provider shall furnish the professional services to the City as outlined in the solicitation and Tohopekaliga Water Authority’s Contract, which is attached to this Agreement and incorporated herein and made a part hereof by this reference.

2.2 The Provider agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Provider shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

2.3 The Provider represents and warrants to the City that: ( i) Provider possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; ( ii) Provider is not delinquent in

the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Provider is duly authorized to execute same and fully bind Provider as a Party to this Agreement.

- 2.4 Provider warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Provider at its own cost, whether or not specifically called for.

### **3. Term/Commencement Date**

- 3.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for one year but may be renewed by the City for two additional one-year periods.
- 3.2 If Tohopekaliga Water Authority renews its Agreement beyond the current term, the City shall have the option to renew this agreement for the same term. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included with this original Agreement.
- 3.3 Provider agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.
- 3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Provider's ability to timely perform Services or any portion thereof, the City may request that the Provider, within a reasonable period of time, provide adequate assurances to the City in writing, of Provider's ability to perform in accordance with terms of this Agreement. In the event that the Provider fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

### **4. Compensation and Payment**

- 4.1 The amount to be paid under this Agreement for acceptable performance of Section 457 and 401a Deferred Compensation Consultant Services described in Exhibit "A" shall not exceed approval amount of Twenty-Five Thousand Dollars (\$25,000.00) annually. This maximum amount, however, does not constitute a limitation of any

sort upon Provider's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Provider to reimburse Provider's expenses.

- 4.2 Compensation for services completed by the Provider will be paid in accordance with section 218.70, Florida Statutes, Florida Prompt Payment Act.
- 4.3 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Provider. In the event the City is not satisfied with the services provided by the Provider, the City will hold any amounts due until such time as the Provider has appropriately addressed the problem.

**5. Sub-Providers**

- 5.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Service.
- 5.2 Any sub-providers used on the Service must have the prior written approval of the City Manager or his designee.

**6. City's Responsibilities**

- 6.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.
- 6.2 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).

**7. Provider's Responsibilities**

- 7.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, 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.
- 7.2 Provider shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Provider to provide the Services contemplated herein.

**8. Default**

8.1 In the event the Provider fails to comply with any provision of this Agreement, the City may declare the Provider in default by written notification. The City shall have the right to terminate this Agreement if the Provider fails to cure the default within ten (10) days after receiving notice of default from the City. If the Provider fails to cure the default, the Provider will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Provider shall return such sums due to the City within ten (10) days after notice that such sums are due. The Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligations accruing prior to the effective date of termination.

**9. Termination Rights**

9.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to the Provider. In such event, the City shall pay Provider compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Provider for any additional compensation, or for any consequential or incidental damages.

**10. Insurance**

10.1 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.

10.2 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.

**11. Nondiscrimination**

11.1 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, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

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

- 12.1 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.
- 12.2 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.

**13. Indemnification**

- 13.1 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 indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. 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.
- 13.2 The provisions of this section shall survive termination of this Agreement.
- 13.3 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.

**14. Notices/Authorized Representatives**

- 14.1 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, Florida 33166

For The Provider: AndCo Consulting, LLC  
Attn: Compliance Department  
4901 Vineland Road, Suite 600  
Orlando, Florida 32811

**15. Governing Law**

15.1 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.

**16. Entire Agreement/Modification/Amendment**

16.1 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.

16.2 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.

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

17.1 All records, books, documents, 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.

17.2 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.

17.3 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.

17.4 In addition to other contract requirements provided by law, Provider 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

**18. No Assignability**

18.1 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.

**19. Severability**

19.1 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.

**20. Independent Contractor**

20.1 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.

**21. Representations and Warranties of Provider**

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

- (a) 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;
- (b) 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;

- (c) 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
- (d) 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.

**22. Compliance with Laws**

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

**23. Non-Collusion**

- 23.1 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.

**24. Truth in Negotiating Certificate**

- 24.1 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.

**25. Waiver**

- 25.1 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.

**26. Survival of Provisions**

- 26.1 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.

**27. Prohibition of Contingency Fees**



27.1 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.

**28. Force Majeure**

28.1 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. 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

**29. Counterparts**

29.1 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.

**30. Interpretation**

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

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

**31. Discretion of City Manager**

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

**32. Third Party Beneficiary**

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

**33. No Estoppel**

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

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

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

Attest:

CITY OF DORAL

  
\_\_\_\_\_  
Connie Diaz, City Clerk


By:   
\_\_\_\_\_  
Albert P. Childress, City Manager

Date: Feb 19, 2020

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

  
\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

AndCo Consulting, LLC

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

Its: Chief Compliance Officer

Date: February 14, 2020

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**A. SERVICES OF CONSULTANT**

Consultant shall provide the following services to Client as shown below:

1. Develop Request for Proposal for 401(a) and 457(b) Plans (Deferred Compensation Services). RFP shall include Scope of Services, Experience and Qualifications, and an evaluation criterion.
2. Develop and review investment policy statement.
3. Review and report on investment manager compliance to investment policy statement on a quarterly basis.
4. Recommend and perform replacement manager/fund evaluations as necessary and appropriate.
5. Provide overall economic context for discussion and evaluation of quarterly results.
6. Conduct industry fee benchmarking surveys to ensure competitive cost for value.
7. Coordinate a review of recordkeeping, administration, and participant education services, as needed, and as outlined by industry best practices to ensure competitive cost relative to services provided.
8. Provide ongoing fiduciary education on relevant topics to assist the Client in fulfilling fiduciary duty.
9. Participate in annual review of employee education strategy with Client and Recordkeeper for fit with participant demographics and Plan goals.

Consultant shall not be responsible for:

1. Adoption of written investment policy statement. This is the responsibility of the Client. Investment policy statement should also be reviewed by the Client's counsel.
2. Selection of investment managers and recordkeepers. This is the responsibility of the Client.
3. Data accuracy. The parties agree that Consultant shall not maintain custody of the assets that are the subject of this Agreement. Consultant's performance evaluation services are dependent on the accuracy of the Plan data it reviews. Consultant is not responsible for the accuracy of Plan data. That is the responsibility of the recordkeeper.

**EXHIBIT "B"**  
**Minimum Insurance Requirements**

Bidders must submit with their bid or proposal, proof of insurance meeting or exceeding the following requirements.

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Certificate Holder should read as follows:

City of Doral  
8401 NW 53<sup>rd</sup> Terrace,  
Doral, Florida 33166

- A. The Provider shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any hereunder:
1. **Worker's Compensation**: The Provider shall provide Worker's Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.
  2. **Comprehensive General Liability**: The Provider shall provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits shall not be less than \$1,000,000.00.
  3. **Comprehensive Automobile Liability**: The Provider shall provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.
  4. **Umbrella Liability**: The Provider shall provide an umbrella policy in excess to the coverage's provided for in the above paragraphs of not less than \$1,000,000.00.
- B. The Provider shall name 'City of Doral' as a certificate holder and as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
- C. The Provider, and any authorized sub-contractor(s), shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured Provider;
  2. The specified job by name and job number;
  3. The name of the insurer;

4. The number of the policy;
5. The effective date;
6. The termination date; and
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

D. Receipt of certificates or other documentation of insurance or policies or copied of policies by the City, or by any of its representatives, which indicated less coverage than is required, does not constitute a waiver of the Provider's obligation to fulfill the insurance requirements specified herein.

E. The Provider shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the Provider shall maintain proof of same on file and made readily available upon request by the City.

The Provider has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Provider's expense.

If the Provider's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Provider may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Provider's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be noncontributory.

Any exclusion or provision in the insurance maintained by the Provider that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Provider must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Provider's insurance policies.

The Provider shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Provider's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Provider's responsibility to ensure that any and all of the Provider's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Provider.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> New York-Crystal 32 Old Slip, Fl 17 New York NY 10005	<b>CONTACT NAME:</b> Graig Vicidomino	
	<b>PHONE (A/C, No, Ext):</b> 646-810-3564	<b>FAX (A/C, No):</b> 212-504-1899
<b>E-MAIL ADDRESS:</b> graig.vicidomino@alliant.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Endurance American Ins. Co.		<b>10641</b>
<b>INSURER B :</b> Zurich American Insurance Company		<b>16535</b>
<b>INSURER C :</b> Argonaut Insurance Company		<b>19801</b>
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED** BOGDCC  
 AndCo Consulting, LLC  
 4901 Vineland Road, Suite 600  
 Orlando FL 32811

**COVERAGES** **CERTIFICATE NUMBER: 1755095474** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL	SUBR	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:								EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below				N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A B C	Management and Professional Liability Insurance					AIP10012954301 EOC 0248126-01 MLX7601013-5	5/12/2019 5/12/2019 5/12/2019	5/12/2020 5/12/2020 5/12/2020	Limit *See below for excess layer limits	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage only.

Carrier B: Excess E&O - Policy #EOC 0248126-01 - \$5,000,000 excess of \$5,000,000  
 Carrier C: Excess E&O - Policy #MLX7601013-5 - \$5,000,000 excess of \$10,000,000

**CERTIFICATE HOLDER** **CANCELLATION**

City of Doral 8401 NW 53rd Terrace Doral FL 33166	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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**RESOLUTION No. 19-271**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE ADOPTION OF THE ANDCO CONSULTING, LLC AGREEMENT VIA TOHOPEKALIGA WATER AUTHORITY REQUEST FOR PROPOSALS #19-068, TO PROVIDE CONSULTING SERVICES FOR SECTION 457 AND 401A DEFERRED COMPENSATION PLANS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") seeks to adopt the Andco Consulting, LLC agreement via Tohopekaliga Water Authority, Florida for consulting services for the Section 457 and 401a deferred compensation consulting services;

**WHEREAS**, section 2-322 of the City Code of Ordinances provides that the City may enter into contracts competitively entered by other governmental entities; and

**WHEREAS**, staff respectfully requests that the City Council authorize the City Manager to adopt the Tohopekaliga Water Authority, Florida agreement, which was competitively entered into in a manner like that set forth in Chapter 2, Article V, of the City's Code of Ordinance, for consulting services for the Section 457 and 401a deferred compensation consulting services, and authorize the City Manager to expend an amount not to exceed \$25,000 funded from savings in account 001.50005.500310, Professional Services, for the period set forth in the Tohopekaliga Water Authority, Florida agreement, and any approved additional subsequent extension; and

**NOW, THEREFORE, BE IT RESOLVED BY 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. Authorization.** The City Council hereby authorizes the City Manager to adopt the Tohopekaliga Water Authority, Florida agreement with Andco Consulting, LLC for consulting services for the Section 457 and 401a deferred compensation consulting services for an amount not to exceed \$25,000 funded from savings in account 001.50005.500310, Professional Services.

**Section 3. Implementation.** 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.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera 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	Not Present at Time of Vote
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 19 day of November, 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