

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
HORSEPOWER ELECTRIC, INC.
FOR
UNDERGROUND INFRASTRUCTURE FOR NEW LPR SITE

THIS AGREEMENT, dated as of the 28 day of September, 2017, is made between HORSEPOWER ELECTRIC, INC., a Florida corporation, (hereinafter the "Consultant"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee to design and build underground infrastructure for new license plate reader sites within the City of Doral, to include underground directional bore of conduit for fiber and electrical service (the "Project"); and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services, *attached as Exhibit "A" which is incorporated by 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.

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2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2018, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant
- 2.2 Consultant agrees that time is of the essence and Consultant 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 Consultant shall be compensated in the following manner:

On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Consultant shall not exceed \$549,945.00, without the prior written approval of the City. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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 to 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. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

4.2 Any sub-consultants 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 Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional 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 Consultant'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 Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant 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 without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant 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.

9. **Insurance.**

- 9.1 The Consultant 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, Consultant 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 Consultant 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 Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant 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 Consultant'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 Consultant.

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 A. 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 Consultant: Michael Martinez, President
 Horsepower Electric, Inc.
 8105 W 20 Ave
 Hialeah, FL 33014

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.

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 Consultant providing services to the City under this Agreement shall be the property of the City. *Consultant shall comply with § 119.0701, Fla. Stat.*

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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 Consultant involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Consultant 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. Nonassignability.

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, 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 Consultant 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.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 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.

22. **Survival of Provisions**

22.1 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.

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the

Consultant, 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 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.

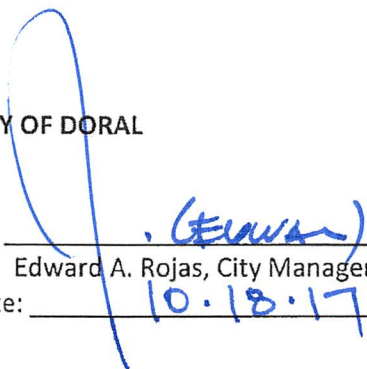
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant and through its representative, who has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

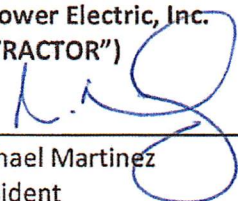
By: 

Edward A. Rojas, City Manager
Date: 10.18.17

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



Weiss Serota Helfman Pastoriza Cole & Bonsike, PL
City Attorney

Horsepower Electric, Inc.
("CONTRACTOR")
By: 

Michael Martinez
President

Date: 10/13/17

DESCRIPTION			
Design and build underground infrastructure for new License Plate Reader (LPR) sites within the City of Doral, to include underground directional bore of conduit for fiber and electrical service. Poles and equipment will be installed by other.			
	QTY	PRICE	TOTAL
Electrical Design, Structural Design, Geotechnical Design including signed and sealed permitting plans per site.	6	12000.00	72000.00
Directional Bore of 2-2" conduit (approx. linear ft.)	6000	21.50	129000.00
Electrical Service (meter/ load center combo) with stand-alone concrete pole (unit)	6	4500.00	27000.00
Electrical Service wire (#6 AWG) for single-phase circuit (approx. linear ft.)	8000	10.00	80000.00
Single Mode Fiber Optic Cable UG 6F (approx. linear ft.)	8000	3.25	26000.00
Fiber Optic Patch Panel for 6 Fiber (unit)	20	650.00	13000.00
Pull boxes (13" X 24") FDOT/Miami-Dade County approved (unit)	20	1000.00	20000.00
Pull boxes (24" X 36") FDOT/Miami-Dade County approved (unit)	20	2000.00	40000.00
Removal of existing concrete sidewalk (cubic yard)	100	350.00	35000.00
Concrete sidewalk (cubic yard)	100	455.00	45500.00
Sod restoration (unit)	100	4.50	450.00
MOT (Maintenance of Traffic) Per Site	6	2000.00	12000.00
	TOTAL		499,950.00

Deliverables and Documentation

Create an electronic installation record of the installed environment.

BASE BID:

Four hundred ninety nine Thousand nine hundred fifty Dollars
 (Written Total Base Bid Price)

Please Note: Base Pricing is for Six (6) Intersections. It is the City's Intention to use the Unit Pricing to construct the License Plate Reader Infrastructure at other locations. Contract Terms are for one (1) year with an option for two (2) years for a total of three (3) years.

- BIDDER agrees that the work will be completed as scheduled from the date stipulated in the work orders executed under the terms of this contract.
- Communications concerning this Bid shall be addressed to:

BIDDER:

Horsepower Electric Inc.

Address:

8105 W 20 Ave Hialeah FL 33014

Telephone:

305 819 4060.

A CORPORATION


By: Horsepower Electric Inc.
(Corporation Name)

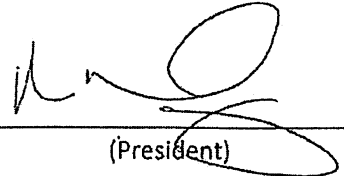
FL
(State of Incorporation)

By: Michael Martinez
(Name of Person Authorized to Sign)

President
(Title)

(Corporate Seal)

Attest: 


(President)

Business address: 8105 W 20 AVE

HiALEAH FL 33014

Phone No.: 305 8194060

Facsimile No.: 305 8194222



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2017

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 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).

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Sandra LaRue PHONE (A/C No. Ext): (954) 943-5050 E-MAIL ADDRESS: sandra@furmaninsurance.com FAX (A/C No.): (954) 942-6310																					
INSURED Horsepower Electric Inc 8105 W 20th Ave Hialeah FL 33014	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Imperium Insurance Company</td> <td></td> <td>35408</td> </tr> <tr> <td>INSURER B: American Guarantee & Liability Ins</td> <td></td> <td>26247z</td> </tr> <tr> <td>INSURER C: Starstone Specialty Insurance Co</td> <td></td> <td>44776</td> </tr> <tr> <td>INSURER D: Hamilton Specialty Insurance Co</td> <td></td> <td>13551</td> </tr> <tr> <td>INSURER E: Beazley Insurance Company, Inc</td> <td></td> <td>37540</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Imperium Insurance Company		35408	INSURER B: American Guarantee & Liability Ins		26247z	INSURER C: Starstone Specialty Insurance Co		44776	INSURER D: Hamilton Specialty Insurance Co		13551	INSURER E: Beazley Insurance Company, Inc		37540	INSURER F:		
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INSURER F:																						

COVERAGES CERTIFICATE NUMBER: B: 2017 All Policies 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) LWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		IERD0100241400	7/16/2017	7/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BAF011393602	3/31/2017	3/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		273691170AL1			EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		BRAHSFF713100 Policy Over GL/AU/SL	7/16/2017	7/16/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input type="checkbox"/> PROFESSIONAL LIABILITY & CONTRACTORS POLLUTION LIAB		B0621PHORS000317	2/4/2017	2/4/2018	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Doral is named as Additional Insured for General Liability, as required by written contract.
CGL includes coverage for Explosion, Collapse and Underground Hazards.

CERTIFICATE HOLDER

City of Doral
8401 NW 53rd Tr
Doral, FL 33166

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dirk DeJong/SL

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RESOLUTION No.17-157

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2017-25, "LICENSE PLATE READER ("LPR") INFRASTRUCTURE CONSTRUCTION" TO HORSEPOWER ELECTRIC, INC.; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HORSEPOWER ELECTRIC, INC., SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE LPR INFRASTRUCTURE CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$499,950.00, WITH AN ADDITIONAL 10% CONTINGENCY FOR ANY UNFORESEEN CIRCUMSTANCES, FOR A TOTAL OF \$549,945.00, AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Invitation to Bid 2017-25 (the "ITB") on July 25, 2017 for the purpose of constructing the License Plate Reader Infrastructure, as further specified in the ITB ("LPR Project"); and

WHEREAS, as a result of the advertisement on the City's Website and DemandStar, seven(7) firms attended the pre-bid meeting held on August 15, 2017 and two (2) submittals were received and opened on August 29, 2017 deadline; and

WHEREAS, Horsepower Electric, Inc. was determined to be the lowest, most responsible and responsive bidder; and

WHEREAS, staff has recommended that the City Council authorize the City Manager to enter into an Agreement with Horsepower Electric, Inc. for the purpose of constructing the License Plate Reader Infrastructure at a cost of \$499,950.00 with an additional 10% contingency for any unforeseen circumstances for a total of \$549,945.00; and

WHEREAS, staff is requesting authorization to use the established base unit pricing for the construction of additional License Plate Reader Infrastructure at other intersections for a period of two (2) additional years. Any additional construction will be presented to Council for approval.

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 a part hereof by this reference.

Section 2. Award. The ITB is hereby awarded to Horsepower Electric, Inc. for the purpose of constructing the LPR Project, pursuant to its bid, which is attached hereto, incorporated herein and made a part hereof as Exhibit "A". This award, in and of itself, absent an agreement with the City, does not vest any rights on Horsepower Electric, Inc.

Section 3. Authorization. The City Manager is hereby authorized to enter into an agreement, subject to approval by the City Attorney as to form and legal sufficiency, for the purpose of constructing the LPR Project at a cost of \$499,950.00, with an additional 10% contingency for any unforeseen circumstances, for a total of \$549,945.00, with funding available from account #001.22005.500652. The City Manager is further authorized to expend budgeted funds in furtherance hereof.

Section 4. Implementation. The City Manager and 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 Rodriguez who moved its adoption. The motion was seconded by Vice Mayor Cabrera and upon being put to a vote, the vote was as follows:

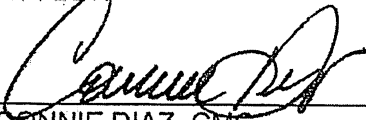
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 27 day of September, 2017.



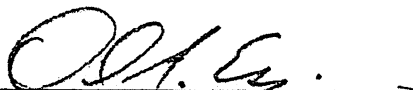
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY