

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
LAW ENFORCEMENT PSYCHOLOGICAL AND COUNSELING ASSOCIATES, INC.
FOR
PSYCHOLOGICAL SERVICES**

THIS AGREEMENT is made between **LAW ENFORCEMENT PSYCHOLOGICAL AND COUNSELING ASSOCIATES, INC** a Florida corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the administration of the City requires psychological examination and other critical incident stress debriefing services for its candidates and employees, and

WHEREAS, the Provider has particular expertise in the subject matter of Psychological examinations and critical incident stress debriefing and is ready and able to offer the professional services in the manner desired by the City; and

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

1. Scope of Services/Deliverables.

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

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2023, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement by written notice to the Consultant.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

3. Compensation and Payment.

- 3.1 The Provider shall be compensated in the following manner:

As compensation for the services contemplated herein and for performance rendered by **LAW ENFORCEMENT PSYCHOLOGICAL AND COUNSELING ASSOCIATES, INC**, of its duties and obligations hereunder, the City shall pay to **LAW ENFORCEMENT PSYCHOLOGICAL AND COUNSELING ASSOCIATES, INC** an aggregate fee equal to \$300.00 per examination for fiscal year 21-22 and an aggregate fee equal to \$305.00 per examination for fiscal year 22-23. In addition, the aggregate fee of \$175.00 per critical incident stress debriefing services for fiscal year 21-22 and \$205.00 and \$210.00 for fiscal year 22-23 (The "Consulting Fee"). In no event shall the fees due under this agreement exceed budgeted funds for the term of this agreement.

3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-providers.**

4.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Service.

4.2 Any sub-providers used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

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

6. Provider's Responsibilities.

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service 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 Service, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Service, upon written notification from the City Manager, the Provider shall at Provider's 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 for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause, with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the City of such breach; a failure on the part of Provider to adhere to the City's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Provider that constitutes a violation of Federal, State, County, or City Law.

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

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

8.4 The Provider shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8.5 If the Provider wishes to terminate this Agreement, it must provide the City with sixty (60) days written notice. Failure to provide the City with such days written notice may result in the Provider being unable to do business with the City in the future.

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement medical and/or commercial insurance of such type and in such amounts as required for Provider to operate its business.

9.2 The City may require proof of the aforementioned insurance prior to the commencement of the Services. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

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 contracts between the Provider and third parties

made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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: Hernan M. Organvidez
Interim City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

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

For the Provider: Brian Mangan
President
Law Enforcement Psychological & Counseling
Associates, Inc.
9960 NW 116th Way, Suite 12
Miami, FL 33179

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 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.

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, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

19. **Independent Contractor.**

19.1 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.

19.2 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

20. **Compliance with Laws.**

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

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 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.

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.

25. **Removal of Unsatisfactory Personnel**

25.1 The City may make written request to Provider for the prompt removal and replacement of any personnel employed or retained by Provider or any sub provider. The Provider shall respond to the City within fourteen calendar days of receipt of such request with either the removal and replacement of such personnel or with written justification as to why removal is not warranted. All decisions involving personnel will be made by Provider. Such request shall solely relate to said employees work under this agreement. In the event the City Manager disagrees with the justification offered by Provider, the City Manager's decision to replace the employee shall be final.

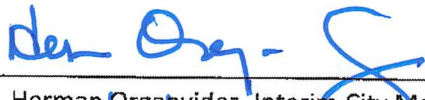
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its President, whose representative has been duly authorized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

Attest:



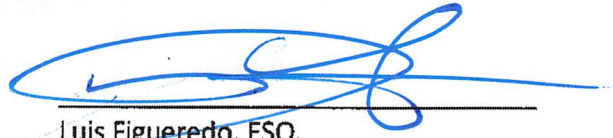
Connie Diaz, City Clerk

CITY OF DORAL

By: 


Herman Organvidez, Interim City Manager
Date: 11/9/21

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



Luis Figueredo, ESQ.
City Attorney

PROVIDER


By: _____ Brian Mangan
Its: President - LEPCA
Date: 11.8.21

LAW ENFORCEMENT PSYCHOLOGICAL AND COUNSELING ASSOCIATES, INC.

Extent of Services. Law Enforcement Psychological and Counseling Associates, Inc. Agrees To perform psychological examinations and critical Incident Stress Debriefing Services to the best of its ability and in a diligent and conscientious manner and to devote appropriate time, energies and skills to those duties called for hereunder during the term of this agreement and in connection with the performance of such duties to act in a manner consistent with the primary objective of completing the engagement. Law Enforcement Psychological and Counseling Associates, Inc. Agrees to devote such time as is reasonably required to fulfil its duties hereunder. Throughout the duration of this agreement, Law Enforcement Psychological and Counseling Associates, Inc. will serve as an independent contractor of the client. As such; Law Enforcement Psychological and Counseling Associates, Inc. will obey all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.

As compensation for the services contemplated herein and for performance rendered by Law Enforcement Psychological and Counseling Associates, Inc. of its duties and obligations, the city shall pay to Law Enforcement Psychological and Counseling Associates, Inc. an aggregate fee equal to \$300.00 per examination during fiscal year 21-22 an aggregate fee equal to \$305.00 per examination during fiscal year 22-23. In addition, the aggregate fee of \$205.00 per critical incident stress debriefing services for fiscal year 21-22 and \$210.00 for fiscal year 22-23.

Account Number: FL LAWE 7920

Date: 11/08/21 Initials: QTMHHTTP

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:
LAW ENFORCEMENT PSYCHOLOGICAL
AND COUNSELING ASSOCIATES, INC
9960 NW 116TH WAY
SUITE 12
MIAMI FL 33178

Additional Named Insureds:
BRIAN MANGAN, PSY.D.
MARK AXELBERD, PH.D.

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST
Location of Operations: N/A
(If different than address listed above)

Claim History:

Retroactive date is 11/01/1992

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5012-4507	11/01/21	11/01/22	2,000,000 4,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is \$25,000. 3/11 ADDL.INS.BELOW:
CITY OF MIAMI POLICE DEPARTMENT
400 NW 2ND AVE
MIAMI FL 33128
MIAMI-DADE COUNTY METRO POLICE DEPARTMENT
111 NW 1ST ST, STE 2340
MIAMI FL 33128
STATE OF FLORIDA FLORIDA HIGHWAY PATROL
2900 APALACHEE PKWY
TALLAHASSEE FL 32399

This Certificate Issued to:
Name: City of Doral
8401 NW 53 Terrace
Address: Doral, FL 33166


Authorized Representative

000468

Local Business Tax Receipt

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



890047

BUSINESS NAME/LOCATION
MANGAN BRIAN PSY D
9960 NW 116TH WAY 12
MEDLEY FL 33178

RECEIPT NO.
RENEWAL
890047



SEC. TYPE OF BUSINESS
212 PROFESSIONAL
2025

EXPIRES
SEPTEMBER 30, 2022
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
MANGAN BRIAN PSY D

PAYMENT RECEIVED
BY TAX COLLECTOR
\$60.00 07/09/2021
INT-21-332703

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

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

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

000122

Local Business Tax Receipt

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



305631

BUSINESS NAME/LOCATION
LAW ENFORCEMENT PSYCHOLOGICAL AND COUNSEL
LING ASSOCIATES INC
9960 NW 116TH WAY 12
MEDLEY FL 33178

RECEIPT NO.
RENEWAL
305631



SEC. TYPE OF BUSINESS
212 CONSULTANT

EXPIRES
SEPTEMBER 30, 2022
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
INC

PAYMENT RECEIVED
BY TAX COLLECTOR
\$60.00 07/09/2021
INT-21-332703

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

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



License Verification

Printer Friendly Version

BRIAN LAWRENCE MANGAN

License Number: PY7198

Data As Of 11/8/2021

License Information	Secondary Locations	Discipline/Admin Action
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Profession	Psychologist
License	PY7198
License Status	CLEAR/ACTIVE
License Expiration Date	5/31/2022
License Original Issue Date	09/29/2005
Address of Record	9960 NW 116 WAY SUITE 12 MEDLEY, FL 33178
Discipline on File	No
Public Complaint	No

[Back](#)

For instructions on how to request a license certification of your Florida license to be sent to another state from the Florida Department of Health, please visit the License Certifications web page.





Department of Health

MARIA EUGENIA GALMARINI

License Number: PY9608

Data As Of 11/8/2021

Profession	Psychologist
License	PY9608
License Status	CLEAR/ACTIVE
License Expiration Date	5/31/2022
License Original Issue Date	08/02/2016
Address of Record	9960 NW116th Way Suite 12 MIAMI, FL 33178
Discipline on File	No
Public Complaint	No

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Department of Health

MARK M AXELBERD

License Number: PY2025

Data As Of 11/8/2021

Profession	Psychologist
License	PY2025
License Status	CLEAR/ACTIVE
License Expiration Date	5/31/2022
License Original Issue Date	03/08/1982
Address of Record	9960 NW 116TH WAY SUITE 12 MIAMI, FL 33178
Discipline on File	No
Public Complaint	No

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Department of Health

PABLO MARTIN

License Number: SW7221

Data As Of 11/8/2021

Profession	Licensed Clinical Social Worker
License	SW7221
License Status	CLEAR/ACTIVE
Qualifications	Qualified Supervisor CSW
License Expiration Date	3/31/2023
License Original Issue Date	08/19/2003
Address of Record	LEPCA, Inc. 9960 NW 116th Way Ste 12 MEDLEY, FL 33178
Discipline on File	No
Public Complaint	No

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Department of Health

MELISSA NOYA

License Number: PY9236

Data As Of 11/8/2021

Profession	Psychologist
License	PY9236
License Status	CLEAR/ACTIVE
License Expiration Date	5/31/2022
License Original Issue Date	01/20/2015
Address of Record	N/A CORAL GABLES, FL 33114
Discipline on File	No
Public Complaint	No

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