



January 23, 2018

Edward Rojas
City Manager

Roger Gonzalez
President
7705 NW 48th Street, Suite 100
Doral, FL 33166

Ref: Renewal of Contract – National Marketing Group Services, Inc. (“NMGS”) for Agent of Record for Insurance

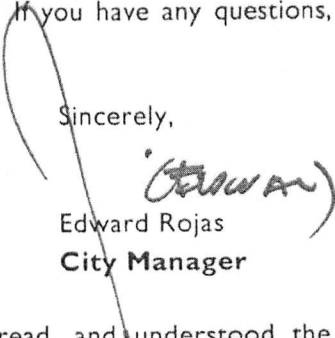
Dear Mr. Gonzalez:

Please allow this letter to serve as notice that the City of Doral (the “City”) is exercising its option to renew the agreement with NMGS for employee benefits broker/agent of record services (the “Agreement”) for a period of one year through January of 2019 (the “Renewal Term”). The terms of the Agreement will continue in full force and effect through the Renewal term.

Please kindly acknowledge receipt of this notice by signing in the corresponding area below and returning an original copy to my office at your earliest possible convenience.

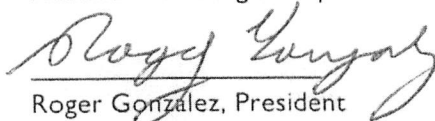
On behalf of the City, please accept my sincerest gratitude for the services you have provided the City. It is fully recognized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral community. If you have any questions, please do not hesitate to contact me.

Sincerely,


Edward Rojas
City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind National Marketing Group Services, Inc., hereby execute this notice as of the date below.

National Marketing Group Services, Inc.


Roger Gonzalez, President

1-31-18
Date:

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF DORAL
AND**

**FOR
AGENT OF RECORD FOR INSURANCE**

THIS AGREEMENT is made between **NATIONAL MARKETING GROUP SERVICES, INC.**, an active, for-profit Florida Corporation, validly engaging business in the state of Florida (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

RECITALS

WHEREAS, the City seeks to provide the most competitive and cost effective insurance plans for its employees; and

WHEREAS, the City issued Request for Proposal #2015-14 - Employee Health Benefits Broker/ Agent of Record Services (the "RFP") on May 28, 2015 for the purpose of soliciting proposal for employee insurance benefits; and

WHEREAS, in response to the RFP, six (6) submittals were received and opened on June 26th, 2015; and

WHEREAS, upon evaluation of the submitted proposals, staff has recommended the RFP be awarded to National Marketing Group Services, Inc. and to authorize the City Manager to negotiate and enter into an agreement with provider for employee health benefits insurance agent of record services for a period of two (2) years with the option to renew for two (2) additional one (1) year periods for a possible total of four (4) years in an amount not to exceed \$55,000.00 per fiscal year; and

WHEREAS, the City Council approved staff's recommendation during its June 9th, 2015 Regular Council Meeting and authorized the Manager to negotiate and enter into an agreement with Provider; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 Provider shall supply all personnel, equipment, and resources necessary to provide Employee Health Benefit Broker services to the City (the "Services"). The Services to be provided shall consist of those detailed in Provider's response to the RFP, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference. Provider shall provide Employee Health Benefits Broker services that are standard in the industry, as well as any similar services reasonably requested by the City.
- 1.2 Provider shall provide a project team to perform its duties hereunder, as may be changed from time to time (the "Project Team"), the members of which shall be employees of Provider. The Provider shall designate, from time to time, an individual to act as a representative of Provider. Provider may, upon notice to the City, make changes to the Project Team; provided, however, the City shall have the right to object, within thirty (30) days of such notice, to any new or replacement member of the Project Team, if such person new or member does not have the adequate experience or background replacement to provide the services for which Provider was contracted. If the City objects to such personnel, Provider shall change the referenced individually as soon as commercial practicable ensuring that there is no disruption to the Services. The City also reserves the right to object to any member of the Project Team if the individual has been shown, in the reasonably discretion of the City, to be abusive, disorderly, incompetent, careless, and/or unqualified, in which case the individual from the Project Team shall be immediately replaced.

2. **Term/Commencement Date.**

- 2.1 The effective date of this Agreement shall be August 1, 2015. The Agreement shall remain in effect for thirty (30) months, through January 31, 2018, unless earlier terminated in accordance with Paragraph 8 herein. The City shall have two (2) one-year options to renew, and Provider shall maintain, for the entirety of the stated additional period(s), the same terms and condition included within this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 In exchange for the performance of the Services, the City agrees to pay Provider, and Provider is entitled to receive, compensation in the amount \$4,583.33 per month, which amount shall include all labor, materials, transportation, and time associated with performance of the Services, regardless of the amount of time necessary to perform. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Services.
- 3.2 At the end of each month in the then current term, Provider shall issue an invoice to the City once a month for \$4,583.33. The City shall pay Provider in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-Providers.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project.
- 4.2 Any subcontractors used on the Project must have the prior written approval of the City Manager or his designee.

5. **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 Project as is ordinarily provided by agent of record under similar circumstances. If at any time during the term of this Agreement or within thirty (30) days from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written

notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. Termination.

- 7.1 This Agreement may be terminated by the City upon material breach of this Agreement by Provider that remains uncured for fifteen (15) days after receiving written notice of such breach by the City.
- 7.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.
- 7.3 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 7.4.
- 7.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 7.5 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, Provider must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.

8. Insurance.

- 8.1 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.
- 8.2 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.

9. **Nondiscrimination.**

9.1 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

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

10.1 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.

10.2 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.

11. **Indemnification.**

11.1 Provider shall indemnify and hold harmless the City, its officers and employees, from and against any and all demands, claims, losses, suits, liabilities, judgment or damages, arising out of, related to, or any way connected with Provider's negligent 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, as determined by judgment and/or good faith settlement. 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 negligent 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.

11.2 The provisions of this section shall survive termination of this Agreement.

11.3 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.

12. **Notices/Authorized Representatives.**

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider: ROGER GONZALEZ
PRESIDENT
NATIONAL MARKETING GROUP SERVICES, INC.
7705 N.W. 48ST STE 100
DORAL, FL.
33166

13. **Governing Law.**

13.1 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.

14. **Entire Agreement/Modification/Amendment.**

14.1 This writing and any addenda hereto, along with the RFQ and Provider's proposal, comprise the entire Agreement of the parties. The "Agreement Documents" listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, with the most recent any addenda or agreement superseding any other documentation, by this reference shall become a part of the Agreement as though physically attached as a part thereof:

Addenda
Agreement
Exhibits to the Agreement

RFP Documents (Addendum, Invitation to RFP, Instructions to Proposers, Proposal Form provided by Contractor, Notice of Award and Notice to Proceed);

This agreement further 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.

14.2 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.

15. Ownership and Access to Records and Audits.

15.1 Upon full payment of all monies owed to the Provider, 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. The City agrees, to the fullest extent permitted by law, to indemnify and hold Provider harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Records by the City or any person or entity that obtains the Records from or through the City.

15.2 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.

15.3 Provider shall comply with public records laws, specifically, without limitation, to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency 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;

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

15.4 The City may cancel this Agreement for if Provider refuses or fails to comply with this section, 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, and/or to comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

16. **Nonassignability.**

16.1 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.

17. **Severability.**

17.1 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.

18. **Independent Contractor.**

18.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Representations and Warranties of Provider.**

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

- 19.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- 19.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- 19.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Avolve in accordance with its terms; and
- 19.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

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 services.

21. **Non-collusion.**

- 21.1 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.

22. **Truth in Negotiating Certificate.**

- 22.1 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.

23. **Waiver**

23.1 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.

24. **Survival of Provisions**

24.1 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.

25. **Prohibition of Contingency Fees.**

25.1 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.

26. **Force Majeure.**

26.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement.

27. **Counterparts**

27.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

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


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

Attest:

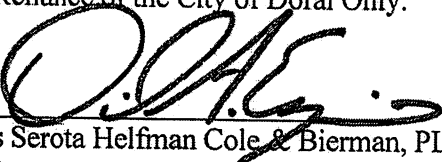


Connie Diaz, City Clerk

CITY OF DORAL

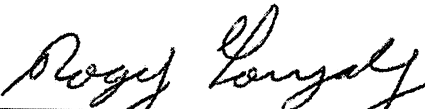

By: _____ (E. Rojas)
Edward Rojas, City Manager
Date: 9.30.15

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



Weiss Serota Helfman Cole & Bierman, PL
City Attorney

National Marketing Group Services, Inc.

By: 
Its: PRESIDENT
Date: 9-27-15