

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
THE BREKGROUP, INC.
FOR
HISTORICAL EMPLOYEE, PAYROLL RECORDS AND BENEFITS SERVICES**

THIS AGREEMENT is made between **THE BREKGROUP, INC** a Florida corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the implementation of a new HRIS and Payroll system requires migration of all historical information in order to comply with the retention of historical data, and

WHEREAS, the Provider has particular expertise in the extracting historical employee payroll records by creating a universal history viewer system that allows staff to run a wide variety of reports 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 historical employee and payroll 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, 2022, 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 **THE BREKGROUP, INC.**, of its duties and obligations hereunder, the City shall pay to **THE BREKGROUP, INC** an aggregate fee equal to the pricing indicated on **Exhibit A** (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
 Acting 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: Brek Dalrymple
 President
 The BrekGroup, Inc.
 714 Clayton Street
 Orlando, FL 32804

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 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.

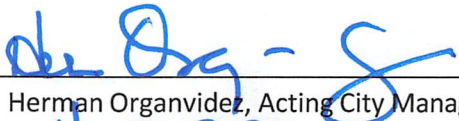
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its President, whose representative has been duly authorized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

Attest:

CITY OF DORAL

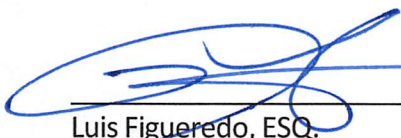


Connie Diaz, City Clerk

By: 


Herman Organvidez, Acting City Manager
Date: 4-7-22

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: _____
Its: President
Date: 4/4/2022

“EXHIBIT A”



Specialists in Workforce Management Systems - Data Migration, Integration and Systems Expertise.

City of Doral
Historical Employee HR Records Retention Proposal

Prepared for:
Rita Garcia
Assistant Director HR
City of Doral
8401 NW 53rd Terrace
Doral, FL
33166

Prepared by:

Sarah Hyland
The BrekGroup, Inc.
714 Clayton St.
Orlando, FL 32804
Sarahh@BrekGroup.com

Monday, November 29, 2021
Friday, February 11, 2022
Friday, February 18, 2022

Project Description:

BrekGroup will virtually, and securely, extract payroll / HR data in the *Project Fee Table* for:

1. One payroll system source: **ADP WFN**
2. One benefit system: **EE Navigator**
3. One time and attendance system: **Kronos**
4. All years available. Over ten years incurs additional fee.
5. All company codes available.
6. All associates - both termed & active.
7. Reconcile data and balance paychecks.
8. Package all scoped data into your new reporting system "The Universal History Viewer".
9. Install your new solution on up to three workstations, your payroll server, cloud, stand alone system, or Citrix system.
10. Configure system administrator level access to your designated person(s).
11. Configure HR, payroll, "C" level users with appropriate levels of access on their workstations.
12. Conduct training.

Project Fee:

1. See "Project Fee Table".
2. 50% deposit to begin.
3. 50% due at delivery / completion.
4. \$175.00 per hour for any out of scope client requested customization

The Implementation Process Overview:

1. Client submits "Data Types" checklist document to BrekGroup.
2. Project scope is confirmed.
3. Proposal and or invoice is sent to client.
4. Deposit is received, client is added to our production calendar, and an implementation representative is assigned.
5. Our implementation chief will contact your payroll admin after about a week of receipt of the deposit. We will confirm data types to be extracted and either obtain login credentials or schedule extraction(s) at a mutually workable date and time. Clients have the option of scheduling the extraction and being present or simply providing a guest login whereby we will extract without client having to be available to log us in.
6. For a scheduled extraction date, our implementation rep calls payroll contact, connects to clients workstation, and your payroll admin logs into payroll / HR.
7. We extract the scoped data from your old system. This can be as brief as a couple hours, or for highly complex projects, require multiple sessions across weeks. Access is terminated as soon as we disconnect.
8. Post extraction, your extraction rep will email confirmation of data types extracted and date ranges of data.
9. After extractions are completed, we meticulously analyze all data, sort and transform your data into logical organized sets and balance every check. Then we merge the various data types together.
10. We then load your completed historical data set into your new software "The Universal History Viewer".
11. We securely re-connect, install and configure your new system on your server, your cloud, or your Citrix system and user workstation(s).
12. We conduct a live training session with your data. We create a system administrator within your organization with full rights. We also add your users and give them the level of access each that you request. Each user will have a desktop icon for them to click to access our software containing your records.
13. Your project is complete. Your team now has 24/7/365 secure access you all your HR data, forever!
14. We send the final bill. Once this is paid, we will issue you a perpetual license. Sixty days after receipt of the final payment, your data will securely and automatically shred from our servers, and will only exist on your system and nowhere else.

Project Fee Table:

Job	Client Data Types To Be Extracted	Amount
100	ADP WFN Pay Check Information - Includes all EE's (active and termed) all controls, for one payroll system, company code, ee file# (and/or SSN), pay date, period end date (if present in your data otherwise calculated), check # (if present in your data), department paid (if present in your data), gross pay (calculated if not found in your data), net pay (calculated if not found in your data), hours and earnings (reg, ot, and other coded), deductions, EE taxes, memos (if present). Employer taxes if recorded as a memo.	\$ 3,950.00
110	Time Cards - All EE actual punch dates and times.	\$ 3,950.00
115	Time Card Audit Trail - All supervisor edits to a time record.	\$ 1,250.00
120	Salary History - Amounts, dates, memos, notes, codes, amounts of increase.	\$ 1,250.00
130	Job History - Job titles, dates, memos, reasons codes.	\$ 1,250.00
140	Status History - Hire & term dates, term reason codes, ee status, memos, LOA, rehire	\$ 1,250.00
150	EE Benefit History - Plan name, deductible, effective date, major plan details.	\$ 1,250.00
160	Associate Demographic Information - Home address, email, home phone, clock number, marital status, ethnicity, clock number.	\$ 1,250.00
170	Performance History - Dates, notes, etc. "If associated with PDF files, see Electronic Documents" requirements.	\$ 1,250.00
750	Custom Fields - Varies.	\$ 1,500.00
750	Schedule data from timecard fields	\$ 1,500.00
700	History Viewer installation, training, and user set up	\$ 500.00
Total Project Fee		\$ 20,150.00
Deposit Due		\$ 10,075.00
Deposit Applied		
Remaini		\$ 10,075.00
* All prices reflect being able to extract data in standard file formats.		\$ 10,075.00

Important Project Notes:

- There are three phases to a project:
 1. **Extraction** - We pull your data from your “old” system(s). Depending on the data sets, amount of data types (high number of company codes, associates, the particular system being pulled from, and the number and types of data types, this can generally take from a day to a month. We do this using your credentials or vendor supplied “consultant credentials”. We will confirm to you the data obtained post extraction.
 2. **Data processing** - We gather the raw data sets then convert them to actual data. Then we organize and restructure data into sets, balance each check, check for duplicate EE ID’s, among numerous other checks, then load your data into our system. **This averages about 16 weeks but care vary considerably.
 3. **Deployment** - We install your new legacy reporting system onto your physical IT equipment and conduct training. We do not keep your data.
- BrekGroup requires a 50% deposit to be placed on our production calendar, the balance due upon delivery. Paper checks or ACH. Checks are made payable to:

BrekGroup, Inc.
Accounts Receivable
4812 New Broad St.
Orlando, FL 32814

- ** System deployment time frames are estimates and generally run about sixteen weeks. ***This can vary considerably depending on project scope, the number of company codes and or years of historical records, the condition of your data (corruption, missing SSN’s, missing check numbers, duplicate EE file numbers, etc.) the number of different sources extracted, the vendors system, the manner in which data outputs from a system, our ability to connect with you, as well as other factors.***
- Your new system is intended for HR / Payroll and “C” level associates only, this is not an employee self-service solution.
- We pull all data for a given data type as far back as exists. If it’s not being tracked in your “old” system, then it’s unavailable for us to extract.
- **Extraction timing - occurs when you are no longer making any changes to your “old” system, and prior to losing access to the “old” system.** This is an important concept so that we obtain a complete data set, all data is generally pulled at the same time. **We strongly recommend an extraction date far in advance of the last day of access,** in the event you have a power outage, ISP technical issues, or staff issues. You

never know, and we like to get your data sooner rather than later in the event of a service interruption.

- If preferred, we will provide written instructions for your IT group to install and configure the Universal History Viewer. This process generally takes about 15 minutes per instance and is very straightforward. Our system is a “client / server” system, and is not hosted by us, rather it lives on your server, in your cloud, and or on your desktop or laptop. It runs on any Microsoft supported OS. Typical deployments are under 500meg. It is extremely efficient and resource light. You will not need a dedicated or new server, nor need to purchase a SQL license. We will install the data on some shared server, and authentication files on workstations, etc. This can easily be installed on a thumb drive or as a standalone for extreme security.
- All prices reflect being able to extract data in standard output formats such as CSV “Comma Separated Values”, electronic PDF’s., text file, or Excel file formats., or typically payroll vendor reporting systems. If a system does not have the ability to export data in a standard format, or a usable format, then your pricing may change. CSV file formats are preferred because they do not add hidden characters to data. Most major payroll / HR platforms have this ability, and you should not need to worry about this issue.
- If your system does not have a structured export capability, or if you have a very large data set, please notify us so we can review options:
 - Obtaining a database backup file - (generally these are SQL.bak files along with a database guide)
 - Optical character recognition extraction - we capture your data from an electronic PDF file. This involves fairly sophisticated programming and can take longer and cost more.
- Should you change HR systems in the future, acquire an entity or be acquired, no problem. We can add that history into your existing History Viewer, providing clients with essentially a permanent system of record. We have clients who leverage this unique capability to yearly archive data into our system.

Important Note Regarding Documents!

If your project includes attachments (performance reviews, resume's, cover letters, employee hand books, policy sign off's, W2's, certificates, I-9's, etc.) uploaded to an employee record, there are generally three ways of obtaining these electronic documents:

- 1) The preferred manner is for the legacy vendor to mass output these documents / attachments to a folder. It's easy for them since they own the database.
- 2) You can "right click and save as" each document to a folder.
- 3) Hire a temp to "right click and save as" each document to a folder.
- 4) Note: Almost no US HR/payroll firms have the ability for anyone other than them to mass output this data.

In the event you need more detail:

Request your legacy provider to "run a SQL query against their databases to output all attachments". This should do two critical things:

1. Output all your attachments/documents into a single folder. It will be very large perhaps a few gigabytes. We will pick this up using our secure transfer FTP.
2. Create an index file, which lists every included employee and the actual file names of each document/attachment.

Here is an example of an index/EE list file:

File Number	Last Name	First Name	Image / Document #1	Image / Document #2	Image / Document...
123456789	Harrahan	Byron	Harassment_Harrahan.pdf	Seperation_Agree_Harrahan.pdf	DBACertHarrahan.pdf
582939478	Sinclair	DeeEll	Training_Cert_10.pdf	Sinclair_Review_2015.pdf	DBACertSinclair.pdf
129398274	Oakes	James	Oakes_Review:2016.pdf	Training_Cert_10.pdf	DBACertOakes.pdf

All documents will be loaded in your new "History Viewer" app under each employee record. Since they are image files, meta data on the image files are not searchable.

Paper Documents: Supply us with the number of "Bankers Boxes" for scoping and pricing. We will digitize these and load them also into your new History Viewer app.

Confidentiality

- We connect to client systems using Bomgar, the industry standard hardware and software based single-tenant, secure connection tool widely used by the HR industry. It works through firewalls without VPN tunneling, so perimeter security remains fully alert. All session traffic is encrypted. Bomgar logs and records each remote session for a detailed audit trail.
- We can only connect with your permission, either using a guest login or via your payroll admin logging us in. Once connected, we begin extracting your scoped data only. You are free to sit back and watch us, but we won't need assistance at this point.
- BrekGroup takes data security extremely serious.
 - We agree to secure and protect confidential information in a manner consistent with industry standards for all confidential information. We process information on computers located only in the United States, with people located only in the United States. Our servers are forcefully protected by physical and technological security devices. We use the most secure military-grade connection tools which meet the Federal Information Processing Standard, "FIPS 140-2" cryptographic standard.
 - We use NGIPS, vulnerability management, continuous monitoring, localized malware detection services, as well as, propriety tools and methods to ensure your data is safe.
 - Upon project completion and payment, your data is automatically shredded at the sixty day mark. We never keep data. We do not host your data. Your data will only reside with you on your equipment. Your data will exist in only one place in the world: *with you*.
- Never email confidential information (anything containing SSN's, dates of birth, full routing numbers, etc.) Unencrypted data lives in various hardware devices in the internet for up to thirty days where it should be considered visible. We have secure transmission protocols for the handling of sensitive data, if you have any questions, please just ask.

[END]



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
THE BREK GROUP, LLC

Filing Information

Document Number L06000012451
FEI/EIN Number 20-4240010
Date Filed 02/03/2006
Effective Date 02/03/2006
State FL
Status ACTIVE

Principal Address

714 CLAYTON STREET
ORLANDO, FL 32804

Mailing Address

714 CLAYTON STREET
ORLANDO, FL 32804

Registered Agent Name & Address

DALRYMPLE, BREK
714 CLAYTON STREET
ORLANDO, FL 32804

Authorized Person(s) Detail

Name & Address

Title MGRM

DALRYMPLE, BREK
714 CLAYTON STREET
ORLANDO, FL 32804

Annual Reports

Report Year	Filed Date
2019	03/25/2019
2020	05/18/2020
2021	09/01/2021

Document Images

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03/31/2008 -- ANNUAL REPORT

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06/04/2007 -- ANNUAL REPORT

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02/03/2006 -- Florida Limited Liability

[View image in PDF format](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2022

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).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Hiscox Insurance Company Inc 10200 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED BrekGroup, Inc. 714 Clayton St. Orlando, FL 32804		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <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 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			P100.261.439.4	05/10/2022	05/10/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER	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

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2021 - 2022



Local Business Tax Receipt

(Formerly known as "Business License"
changed per state law HB1269-2006)

Business Name
THE BREK GROUP LLC
714 CLAYTON ST
ORLANDO, FL 32804

Business Owner
THE BREK GROUP LLC

Business Location
714 CLAYTON ST
ORLANDO, FL

NOTICE-THIS TAX RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.

Case Number: BUS-0014369

Issued Date: 08/13/2021

Expiration Date: 09/30/2022

Business type(s):

Description	Year
SERREP 8722 CONSULTANT	2022



Local Business Tax Receipt
City Hall, 400 South Orange Avenue, First Floor
Post Office Box 4990
Orlando, Florida 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

Email: businesstax@orlando.gov

Prompt! Interactive Voice Response System: 407.246.4444
Visit our website: orlando.gov/permits

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L06000012451
FILED 8:00 AM
February 03, 2006
Sec. Of State
jbryan

Article I

The name of the Limited Liability Company is:

THE BREK GROUP, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

714 CLAYTON STREET
ORLANDO, FL. US 32804

The mailing address of the Limited Liability Company is:

714 CLAYTON STREET
ORLANDO, FL. US 32804

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

BREK DALRYMPLE
714 CLAYTON STREET
ORLANDO, FL. 32804

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: BREK DALRYMPLE

Article V

The name and address of managing members/managers are:

Title: MGRM
BREK DALRYMPLE
714 CLAYTON STREET
ORLANDO, FL. 32804 US

L06000012451
FILED 8:00 AM
February 03, 2006
Sec. Of State
jbryan

Article VI

The effective date for this Limited Liability Company shall be:

02/03/2006

Signature of member or an authorized representative of a member

Signature: BREK DALRYMPLE

RESOLUTION No. 22-33

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BID PROCESS PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE BREKGROUP; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Request for Proposal No. 2021-06 for "HRIS & Payroll Software" (the "RFP") and the City received four (4) submittals by the May 6, 2021 deadline; and

WHEREAS, the City sought proposals for an all-encompassing, hosted solution for HRIS, Payroll, and Timekeeping system to process and maintain records for time, attendance, payroll and personnel for all City Employees; including local, state and federal reporting requirements for human resources, accounting, taxes and benefits; and

WHEREAS, the Evaluation Committee determined that Paycom was the highest scored based on the predetermined point system; and

WHEREAS, via Resolution No. 21-220 granted approval to the City Manager to negotiate and enter into an agreement with Paycom, for the provisions of HRIS & Payroll Software payable from the General Government's professional services line item; and

WHEREAS, As part of RFP 2021-06, Paycom's response to the City's need to migrate all historical information from the existing HRIS and Payroll system into the new system outlined that a third-party vendor BrekGroup will handle the migration of all historical information; and

WHEREAS, the BrekGroup specializes in extracting critical payroll and human resources records by providing the powerful “Universal History Viewer” reporting program; which allows staff to maintain all historical data and run a wide variety of historical reports, print historical timecards, pay stubs, separation reasons, pay rate changes and any other Human Resources and Payroll related records in order to comply with the retention of the historical data.

WHEREAS, staff respectfully requests approval and authorization to the City Manager to enter into contract with the BrekGroup to migrate all historical data into the “Universal History Viewer”. The City envisions these services to be completed within sixteen weeks of deployment and in an amount not to exceed funds allocated in the General Government-Contractual Services Account #00150005.500340

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 part hereof by this reference.

Section 2. Waiver of Competitive Bid Process. The City of Doral's Code Section 2.321 authorizes Council to waive the bidding. The BrekGroup is specifically suited to extract our historical Employee and Payroll records by creating a universal history viewer system, which will allow staff to run a wide variety of historical reports, print historical timecards, pay stubs, separation reasons, pay rate changes and any other Human Resources and Payroll related records in order to comply with the retention of the historical data. The BrekGroup expertise with the development of the viewer will provide a seamless and standardized retrieval of archived Human Resource sand

Payroll records.

Section 3. Approval. Professional services agreement with the BrekGroup, to provide migration of data services and report capabilities from all old systems and to be completed within a three-phase project with a fifty percent deposit upon adoption of the agreement, is hereby approved.

Section 4. Authorization. The City Manager is hereby authorized to execute such agreements and other contractual documents, subject to approval by the City Attorney as to form and legal sufficiency, as may be necessary to consummate the procurement of the good and services contemplated herein. The City Manager is further authorized to expend budgeted funds in furtherance hereof.

Section 5. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

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

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

PASSED AND ADOPTED this 9 day of March, 2022.




JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ
CITY ATTORNEY