

**ADDENDUM No. 1 TO PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF DORAL AND 4
SOUND GROUP, INC. FOR LED SCREEN FOR DRIVE-IN
MOVIE EVENT SERIES**

The City of Doral and 4 Sound Group, Inc. for good consideration, agree to amend a certain terms and provisions in the Professional Services Agreement for LED Screen for Drive-In Movie Event Series dated October 22, 2020 as follows:

1. Section 3.1 in the agreement shall be revised to read as follows:

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

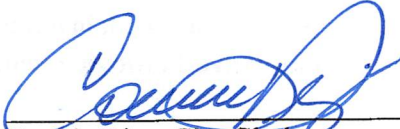
An amount not to exceed **\$49,425.00** for the City’s Monthly Drive-In Movie event series (October 2020- February 2021) as further detailed in the Scope of Services and Proposal in Exhibit “C”, regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall maintain same pricing for events as provided in their Proposal. The City reserves the right to reduce or add services as needed for city events and is not obligated to use the entire not to exceed amount per fiscal year. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.”

2. Except as expressly set forth in this Addendum the Professional Services Agreement dated October 22, 2020 is otherwise unmodified.
3. This Addendum may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.
4. Each party represents and warrants that the representative signing this Addendum on its behalf has all right and authority to bind and commit that part to the terms and conditions of this Addendum No. 1.

IN WITNESS WHEREOF, the parties execute this Addendum to the Professional Services Agreement for LED Screen for Drive-In Movie Event Series on the respective dates under each signature:

Attest:

CITY OF DORAL




Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

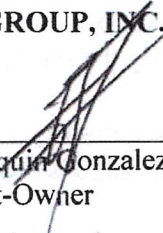
Date: Nov. 3, 2020

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



Luis Figueredo, Esq.
City Attorney

4 SOUND GROUP, INC.



By: Jose Joaquin Gonzalez
Its: President-Owner

Date: 11/02/2020

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
4 SOUND GROUP, INC.
FOR
LED SCREEN FOR DRIVE-IN MOVIE EVENT SERIES**

THIS AGREEMENT is made between **4 SOUND GROUP, 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, in response to Invitation To Quote #2020-001, titled "Drive-in Movie Event Series" (the "ITQ"), the City of Doral (the "City") received eleven (11) responses with seven (7) submitting pricing virtually. Three (3) firms were deemed responsive with their submittals being on time and all requirements met; and

WHEREAS, upon review of submittals received, the submittal by **4 SOUND GROUP, INC.** ("Provider") was deemed the lowest responsive and responsible; and

WHEREAS, the Mayor and City Councilmembers approved Resolution 20-211, awarding ITQ #2020-001 to Provider and authorizing the City Manager to negotiate and enter into an agreement with Provider for the provision of providing LED Screens services for the City of Doral Drive-in Movie Event Series, pursuant to the terms of the ITQ and Provider's Proposal; 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 The Provider shall furnish the professional services to the City as outlined in the ITQ found in Exhibit "A," which is attached to this Agreement and incorporated herein and made a part hereof by this 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.

2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for six (6) months from the date of execution of Agreement, unless earlier terminated in accordance with Paragraph 8.
- 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 The Provider shall be compensated in the following manner:

An amount not to exceed **\$47,000.00** for the City's Monthly Drive-In Movie event series (October 2020- February 2021) as further detailed in the Scope of Services and Proposal in Exhibit "C", regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall maintain same pricing for events as provided in their Proposal. The City reserves the right to reduce or add services as needed for city events and is not obligated to use the entire not to exceed amount per fiscal year. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

- 3.2 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 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 LED Screen provider 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 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 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.

7.2 Upon receipt of the City's written notice of termination, Provider shall not perform any services.

7.3 In the event of termination by the City, the Provider shall be paid for all services rendered and accepted by the City Manager up to the date of termination.

7.4 If the Provider wishes to terminate this Agreement prior to the end of the term, they 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 defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This 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: Albert P. Childress
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

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

For the Provider: Jose Joaquin Gonzalez
President-Owner
4 Sound Group
7475 NW 7th Street
Miami, FL 33126

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 contains the entire Agreement together with the accompanying exhibits represents 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.

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 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.

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 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.

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 Provider 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 Florida 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 Provider 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 Town 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:

CITY OF DORAL




Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

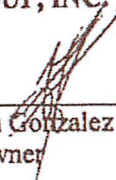
Date: Oct. 22, 2020

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



Luis Figueredo, Esq.
City Attorney

4 SOUND GROUP, INC.



By: Jose Joaquin Gonzalez
Its: President-Owner

Date: 10/21/2020

RESOLUTION No. 20-211

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF INVITATION TO QUOTE #2020-001 "DRIVE-IN MOVIE EVENT SERIES" FOR THE CITY OF DORAL PARKS AND RECREATION DEPARTMENT TO THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH 4SOUND GROUP FOR A PERIOD OF SIX (6) MONTHS IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE REACHED WITH THE TOP RANKED FIRM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Due to COVID-19 restrictions, traditional in-person events are not allowed, and instead staff has launched a new Drive-in Movie series to offer the community an enjoyable outdoor movie experience while complying with COVID restrictions and keeping the public safe; and

WHEREAS, On July 22, 2020 the Mayor and City Councilmembers approved Resolution No. 20-128 allowing services to offer a Drive-in Movie Event Series for the community spanning the months of July 2020-September 2020. These events were successfully executed and were well received by the community with each movie reaching maximum capacity at 200 cars; and

WHEREAS, On September 15, 2020, Invitation to Quote #2020-001 was advertised for the provision of providing LED Screen Services for Drive-in Movies for the remaining five (5) movies which will be held between October 2020 and February 2021; and

WHEREAS, eleven (11) firms expressed interest in the solicitation with seven (7) submitting pricing virtually. Three (3) firms were deemed responsive with their submittals being on time and all requirements met; and

WHEREAS, after review of submittals received, the submittal by 4Sound Group was deemed to be the lowest responsive and responsible; and

WHEREAS, Staff respectfully requests approval from the Mayor and City Councilmembers to award Invitation to Quote # 2020-001 to the top ranked firm and authorize the City Manager to negotiate and enter into an agreement with 4Sound Group for a term of six (6) months for the provision of providing LED Screen Services for the Drive-In Movie Event Series for an amount not to exceed budgeted funds. Staff further requests approval to authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm successively if an agreement cannot be reached with 4Sound Group. Funding for this project will come from Parks & Recreation Account 001.90005.500440.

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. Approval & Authorization. The Mayor and City Councilmembers hereby approve the award of Invitation to Quote #2020-001 to the top ranked firm and authorize the City Manager to enter into an agreement with 4Sound Group for a term of six (6) months for the provision of providing LED Screen Services for the Drive-In Movie Event Series in an amount not to exceed budgeted funds. The Mayor and City Councilmembers further approve and authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm successively if an agreement cannot be reached with 4Sound Group. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as

may be appropriate to protect and further the interest of the City. This Authorization does not create or confer any rights to 4Sound Group or any of the other ranked firms.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

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


Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 14 day of October, 2020.




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