



February 5, 2025

Zeida Sardinas

City Manager

Travis Betances
VP of Operations
NMS Management Services, Inc.
2901 South Congress Avenue
Palm Springs, FL 33461

Re: Extension of Professional Services Agreement between the City of Doral ("City") and NMS Management Services, Inc.

Mr. Betances,

As you are aware, the above-mentioned professional services agreement expired on September 30, 2024. However, under section 19 B & E of the Agreement, the parties have the option to extend the Agreement beyond said term. Pursuant to the aforementioned section of the Agreement, the City invites NMS to extend the Agreement for an additional two years (2) period commencing October 2024 and expiring on September 30, 2026 (the "Renewal Term").

During the Renewal Term specified above, the cost of for Drug Test Services will increase to the amounts listed on "Attachment A".

Except as specifically modified herein, all other terms and conditions of the original agreement Fee will remain in full force and effect.

The City wishes to thank you for your continued service. Please kindly acknowledge acceptance of this notice by signing in the corresponding area below and returning a countersigned copy to my office at your earliest possible convenience.

Respectfully,

A handwritten signature in blue ink, appearing to read "Zeida Sardinas".

Zeida Sardinas
City Manager

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

A handwritten signature in black ink, appearing to read "Travis Betances".

Travis Betances, VP of Operations

2/19/25
Date

Attachment “A”

NMS Management Services, Inc.

As compensation for the services contemplated herein and for performance rendered by NMS Management Services, Inc. of its duties and obligations, the City shall pay to NMS Management Services, Inc. an aggregate fee listed below:

Pre-Employment Urine	\$50.00 per test
Post-Accident Urine	\$50.00 per test
Post-Accident Breath	\$55.00 per test
Random Urine Collection	\$50.00 per test
Post-Accident After Hours	\$400.00 per occurrence (2 hours) each additional hour is \$75.00
Drug Screen Collection Fee	\$25.00 per onsite drug screen collection
Random Consortium Fee	\$150.00 per year

Any preferred or third-party collection fee incurred will be a pass-thru fee to the City of Doral.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
01/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF INSURANCE SERVICES LLC/PHS 20267416 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																						
INSURED NMS Management Services, Inc. 2901 S CONGRESS AVE PALM SPRINGS FL 33461-2133		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER B :</td> <td>Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A :	Hartford Underwriters Insurance Company	30104	INSURER B :	Hartford Casualty Insurance Company	29424	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																								

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ General Liability	X	X	20 SBM AU1F46	10/03/2024	10/03/2025	EACH OCCURRENCE	\$2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$2,000,000	
	GENERAL AGGREGATE						\$4,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			20 SBM AU1F46	10/03/2024	10/03/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ RETENTION \$ 10,000			20 SBM AU1F46	10/03/2024	10/03/2025	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		20 WEC AU1G1P	10/03/2024	10/03/2025	☒ PER STATUTE ☐ OTHER	
		N/A					E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Data Breach - Defense & Liab Covg			20 SBM AU1F46	10/03/2024	10/03/2025	Limit	\$50,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL0000, attached to this policy.

CERTIFICATE HOLDER

 City of Doral
 City of Doral
 City of Doral
 8401 NW 53RD TER
 MIAMI FL 33166

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal Department: Human ResourcesDelivered by: Rita Markowycz
NameDate of Transmittal: 03/21/2023

The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|--|---|
| ☒ Contract/Agreement | ☐ Deed |
| ☐ Renewal Letter | ☐ Lease |
| ☐ Work Order | ☐ Trespass Affidavit |
| ☐ Special Magistrate Order | ☐ Other: |
| ☐ Vehicle Title | |

Is this to be recorded with Miami-Dade County ☐ Yes ☒ NoIs this record: ☐ Capital Improvement ☒ Non-Capital ImprovementContract / Agreement Termination Date: 09/30/2024Description of Record Copy: Agreement with NMS Management Services, Inc for Drug and Alcohol Screening servicesApproved by Council: ☒ Yes ☐ No Council Meeting Date: 03/08/2023
(Provide Resolution / Ordinance / Minutes attached when applicable)Non-Council Item: _____
(Provide a brief explanation of the reason / need for the purchase, service, etc.)Budgeted Funds: ☒ Yes ☐ No Account No.: 001.20005.500340 FY: 23**City Attorney's Office Use Only**

Approved: _____

City Clerk's Office Use Only

Received: _____

**AMENDED AND RESTATED
AGREEMENT BETWEEN
THE CITY OF DORAL
AND
NMS MANAGEMENT SERVICES, INC.
FOR
DRUG AND ALCOHOL SCREENING SERVICES**

THIS AMENDED AND RESTATED AGREEMENT (hereinafter referred to as the "Agreement") is made in duplicate, this ____ day of _____, 2023, by and between the **CITY OF DORAL**, Florida, (hereinafter referred to as "City"), and **NMS MANAGEMENT SERVICES, INC.**, a corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the administration of the City requires pre-employment drug examination and post-accident drug and alcohol screening for its candidates and employees ("Services"); and

WHEREAS, on July 12, 2022, the City and Contractor entered into an Agreement for Services ("Original Agreement"); and

WHEREAS, the City and Contractor now wish to amend and restate the Parties' rights, obligations, and duties as set forth in the Original Agreement through this Amended and Restated Agreement (the "Agreement");

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. **RECITALS.** The Recitals set forth above are hereby incorporated into this agreement and made a part hereof for reference.
2. **SERVICES.** Contractor agrees to provide the Services as more particularly set forth in Attachment "A" ("Services").

The Services shall be performed by Contractor to the full satisfaction of the City. Contractor agrees to furnish all labor in a professional manner to perform Services. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. **TERM.** Subject to the provisions relating to the termination of this Agreement as set forth in Section 8 hereunder, this Agreement shall become effective upon execution by all parties and shall terminate no later than September 30, 2024.

City of Doral

4. **COMPENSATION.** As the entire compensation under this Agreement and during the term of this Agreement, in whatever capacity rendered, the City shall pay Contractor in accordance with the schedule of charges set forth in Contractor's fee schedule in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), attached hereto as Attachment "A" and incorporated herein by reference, under the following conditions:

- A. **Disbursements.** There shall be no reimbursable expenses associated with this Agreement.
- B. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating City Department. If Services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned hereto. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.
- C. **Availability of Funds.** The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission. In the event the City Commission fails to appropriate funds for the particular purpose of this Agreement during any year of the term hereof, then this Agreement shall be terminated upon ten (10) days written notice and the Contractor shall be compensated for the Services satisfactorily performed prior to the effective date of termination.

Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor. Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The Contractor is an independent contractor and shall be treated as such for all purposes. Nothing contained in this Agreement or any action of the parties shall be construed to constitute or to render the Contractor an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent contractor other than those obligations which have been or shall have been undertaken by the City. Contractor shall be responsible for any and all of its own expenses in performing its duties as contemplated under this agreement. The City shall not be responsible for any expense incurred by the Contractor. The City shall have no duty to withhold any Federal income taxes or pay Social Security and that such obligations shall be that of the Contractor, other than those set forth in this agreement. Contractor shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this Agreement.

City of Doral

6. **OWNERSHIP OF DOCUMENTS.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the City only. Any other use by Contractor or other parties shall be approved in writing by the City. If requested, Contractor shall deliver the documents to the City within fifteen (15) calendar days.

7. **INSURANCE.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverages set forth in the Certificate of Insurance attached hereto as Attachment "B" to protect the City and Contractor against all loss, claims, damage and liabilities caused by Contractor, its agents, or employees. The Contractor has a continuing obligation to renew any and all insurances so that the City and Contractor are protected against all loss, claims, damage and liabilities caused by Contractor, its agents, or employees for the duration of the Agreement.

Insurance required of the Contractor shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City. Such insurance shall not diminish Contractor's indemnification and obligations hereunder. The insurance policy(ies) shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City with a minimum A.M. Best rating of A-Excellent. **Before any work under this Agreement is performed, and at any time upon request, Contractor shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the City named as additional insured.** All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City Manager or his designee. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the City. The City reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder. Contractor shall also require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein. **ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY.**

8. **TERMINATION AND REMEDIES FOR BREACH.**

- A. The City Manager may terminate this Agreement for convenience and without cause upon thirty (30) days written notice to the Contractor, or immediately with cause. Cause for purposes of this Agreement shall be defined as (x) a material breach of this Agreement which Contractor fails to cure within five (5) days of receiving notice from the City of such breach; (y) a failure on the part of Contractor to adhere to the City's reasonable requests regarding the objectives of this Agreement; and/or (z) any act or omission of Contractor that constitutes a violation of Federal, State, County, or City Law.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered

City of Doral

to the City and the City shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4.

- ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

B. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

C. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 19 below, may result in immediate termination of this agreement.

9. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eleventh Judicial Circuit in and for Miami Dade County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the City to file a lawsuit to enforce any term or provision under this Agreement, then the City shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28, Florida Statutes.

10. **CONFIDENTIAL INFORMATION.** The Contractor shall not, either during the term of this Agreement or any time for a period of 10 (Ten) years subsequent to that date upon which the Contractor shall leave the employment of the City for any reason whatsoever, disclose to any person or entity, other than in the discharge of the duties of the Contractor under this Agreement, any information which the City designates in writing as "confidential." As a violation by the Contractor of the provisions of this Section could cause irreparable injury to the City and there is no adequate remedy at law for such violation, the City shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the Contractor from violating such provisions.

11. **NOTICES.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as

City of Doral

otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the City:	Barbie Hernandez City Manager City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166	With a copy to: City Attorney Office City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166
If to the Contractor:	Travis Betances / Howard Taule NMS Management Services, Inc. 2901 South Congress Avenue Palm Springs, FL 33461	

12. **AUDIT.** The Contractor shall make available to the City or its representative all required financial records associated with the Agreement for a period of Seven (7) years.

13. **NON-DISCRIMINATION.** The Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. The Contractor agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

14. **CONFLICT OF INTEREST.** The Contractor agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, which is incorporated by

City of Doral

reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

15. **INDEMNIFICATION AND WAIVER OF LIABILITY.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, arbitration costs, and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

16. **PUBLIC RECORDS.** The Contractor shall be required to comply with the following requirements under Florida's Public Records Law:

A. Contractor shall keep and maintain public records required by the City to perform the service.

B. Upon request from the City, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

D. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

City of Doral

requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Contractor to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

17. **E-VERIFY.** Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, Contractor is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The Contractor must retain the I-9 Forms for inspection, and provide the attached E-Verify Affidavit, attached hereto as Attachment "C".

18. **COMPLIANCE WITH LAW.** Contractor shall comply with all laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to this Agreement ("Applicable Laws") and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated under this Agreement.

19. **MISCELLANEOUS.**

A. In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provisions had been severed and deleted.

City of Doral

- B. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.
- C. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.
- D. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority to bind their respective party to this Agreement.
- E. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.
- F. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B" and "C".

[Signatures on Next Page]

City of Doral

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year last written below.

Attest:

Connie Diaz

Connie Diaz, City Clerk

CITY OF DORAL

By: *B.H.*

Barbara Hernandez, City Manager

Date: 3/28/2023

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

Valerie Vicente

Valerie Vicente, Esq.

for Nabors Giblin & Nickerson P.A.

Interim City Attorney

CONTRACTOR

By: *Travis Betances*

Its: VP of Operations

Date: 03/14/2023

EXHIBIT “A”

City of Doral

Attachment "A"

NMS Management Services, Inc.

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Drug Screen Collection Fee for On-Site \$25.00 per collection

Random Consortium Fee: \$150.00/year

****Any 3rd party collection fees incurred will be a pass-through fee to City of Doral**

City of Doral

Attachment “B”



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF INSURANCE SERVICES INC/PHS 20267416 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:																					
INSURED NMS Management Services, Inc. 2901 S CONGRESS AVE PALM SPRINGS FL 33461-2133	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER B :</td> <td>Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A :	Hartford Underwriters Insurance Company	30104	INSURER B :	Hartford Casualty Insurance Company	29424	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			20 SBM AU1F46	10/03/2022	10/03/2023	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY			20 SBM AU1F46	10/03/2022	10/03/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒						BODILY INJURY (Per accident)	
	HIRED AUTOS ☒ NON-OWNED AUTOS ☐						PROPERTY DAMAGE (Per accident)	
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB			20 SBM AU1F46	10/03/2022	10/03/2023	EACH OCCURRENCE	\$1,000,000
	☐ OCCUR CLAIMS-MADE						AGGREGATE	\$1,000,000
	DED ☐ RETENTION \$ 10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20 WEC AU1G1P	10/03/2022	10/03/2023	☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Data Breach - Defense & Liab Covg			20 SBM AU1F46	10/03/2022	10/03/2023	Limit	\$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER

 City of Doral
 8401 NW 53RD TER
 MIAMI FL 33166

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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City of Doral

Attachment “C”

E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Doral, Florida, are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

NMS Management Services Inc

Company Name



Offeror Signature

03/13/2023

Date

Travis Betances

Print Name

VP of Operations

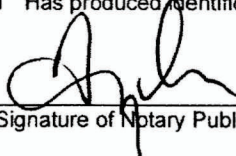
Title

65-0164078

Federal Employer Identification Number (FEIN)

Notary Public Information

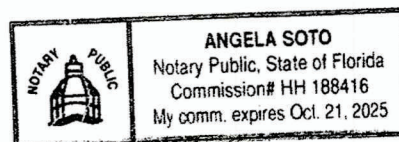
Sworn to and subscribed before me on this this 13th day of MARCH, 2023.

By TRAVIS Betances☐ Is personally known to me☒ Has produced identification (type of identification produced: FL DR LIC)


Signature of Notary Public

ANGELA SOTO
Print or Stamp of Notary Public

OCT 21, 2025
Expiration Date



RESOLUTION No. 23-29

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AMENDED AND RESTATED AGREEMENT AND EXPENDITURE OF FUNDS WITH NMS MANAGEMENT SERVICES, INC. FOR DRUG AND ALCOHOL SCREENING SERVICES FOR ALL CITY EMPLOYEES IN AN AMOUNT NOT TO EXCEED \$30,000.00; RATIFYING THE WAIVER OF COMPETITIVE BIDDING PROCEDURES; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID FIRST AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Doral has used the services of NMS Management Services, Inc., for drug and alcohol testing since 2010; and

WHEREAS, on December 9, 2020, the City Manager renewed and executed an Agreement with NMS Management Services, Inc., to continue providing drug and alcohol screening for job candidates pre-employment, and for employees following a work-related accident ("Services") which expired on September 30, 2022; and

WHEREAS, on July 12, 2022, the City entered into a new agreement with NMS Management Inc. which remains in effect through September 30, 2024 (the "Original Agreement"); and

WHEREAS, the original Agreement and waiver of competitive bidding procedures required Council approval, however, it was not obtained at that time; and

WHEREAS, NMS Management Services, Inc., continues to provide the City with an exceptional outcome through its familiarity with our City and willingness to maintain the original, scope of services, quality and reliability since 2010; and

WHEREAS, the Human Resources Department will begin the necessary work to issue an RFP in the coming months, in order to award a competitively bid contract in

Res. No. 23-29

Page 2 of 4

Fiscal Year 2024/2025, as outlined in Section 2-319 of the City of Doral Code of Ordinances (the "Code"); and

WHEREAS, Section 2-321 of the Code authorizes the waiver of the City's competitive bidding process, upon the recommendation of the City Manager based on the City's best interest and nature of the goods and/or services; and

WHEREAS, based on the proposed rate and continued quality services provided, the staff recommends to the City Manager that the City Council retroactively waive the competitive bidding procedures and expenditures to date with NMS Management Services as it is in the City's best interest; and

WHEREAS, The City Manager recommends that the Mayor and City Council approve an Amended and Restated Agreement with NMS Management Services, Inc., attached hereto as Exhibit "A" and authorize the expenditure of funds with NMS Management Services, Inc. in an amount not to exceed \$30,000.00 through September 30, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE 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. Waiver. Pursuant to section 2-321 of the City Code, and upon the recommendation of the City Manager, the competitive bidding process is hereby waived in favor of NMS Management Services, Inc. retroactive to July 12, 2022. This waiver in and of itself, absent an agreement, does not vest NMS Management Services with any contractual rights.

Res. No. 23-29

Page 3 of 4

Section 3. Approval. The Mayor and City Council hereby approve the Amended and Restated Agreement with NMS Management Services, Inc., attached hereto as Exhibit "A".

Section 4. Authorization. The City Manager is hereby authorized to enter into the Amended and Restated Agreement on behalf of the City of Doral with NMS Management Services, for the provision of drug and alcohol screening services through September 30, 2024, in an amount not to exceed \$30,000 for the term of the Agreement, attached hereto as Exhibit "A".

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 become effective immediately upon its adoption.

Res. No. 23-29

Page 4 of 4

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption.

The motion was seconded by Councilmember Puig-Corve and upon being put to a vote,

the vote was as follows:

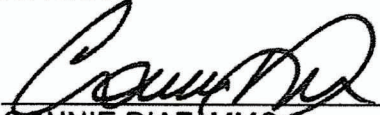
Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 8 day of March, 2023.



CHRISTI FRAGA, 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:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
INTERIM CITY ATTORNEY