

**All Inclusive Compliance Training Agreement
Cultural Diversity/Customer Service /Prevention of Workplace Violence and
Prevention of Sexual Harassment**

1. This Agreement is made on June 30, 2025, between RCultures, Inc (hereafter called Consultant). P.O. Box 297974 Miramar, FL 33029, and the City of Doral (hereafter called Client). This Agreement shall be in force from the date signed through the training dates specified in Attachment A.

2. Relationship of Parties. The Client agrees that the Consultant is an Independent Contractor within the meaning of Internal Revenue Code Section 1706, not an employee of the Client, and as such the following shall apply: In rendering Services hereunder, Consultant shall be acting as an independent contractor and not as an employee or agent of client. Consultant shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to Consultant under this Agreement.

3. Services to be performed: Consultant agrees to provide **Cultural Diversity/Customer Service/Prevention of Workplace Violence and Prevention of Sexual Harassment**.

4. Consideration. In consideration for the services to be performed by the Consultant, the Client agrees to pay the Consultant the fees specified in Attachment A. All services rendered shall be invoiced and paid on the final day of training.

5. Client's Duties. The Client shall arrange for the training facilities.

6. General provisions

6.1 Liability Limitation. The liability of the Consultant with respect to this Agreement shall in any event be limited to the total compensation for the services provided under this Agreement and shall not include any contingent liability.

6.2 Ownership of property. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. However, records created or used to provide services under this agreement are public records and subject to disclosure under Florida law unless otherwise exempt or confidential.

6.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

6.4 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may not be changed unless mutually agreed upon in writing by both parties.

6.5 Amendments to Agreement. This agreement may not be changed unless mutually agreed upon in writing by both parties.

6.6 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of Consultant.

6.7. Public Records. Any record created or used by either party in accordance with this contract shall be retained and maintained in accordance with Chapter 119, Florida Statutes. Contractor/Consultant:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law 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. 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 requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon the request from the City's custodian of public records, 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 CLERK AT 8401 NW 53 TERRACE, DORAL, FL 33166, PHONE: (305) 593-6730 CITYCLERK@CITYOFDORAL.COM

7. Termination of Contract. This Agreement shall terminate automatically on the occurrence of any of the following events: Completion by Consultant of the services required by this Agreement or default in the performance of the Agreement by either party. This agreement may be terminated in whole or in part at any time by either party by giving 30 days written notice to the other, or as mutually agreed.

8. In Witness Whereof, Consultant and Client have caused this Agreement to be signed by their respective duly authorized officers as of the day and year written below.



6/30/2025

Rick Caldwell
Consultant
President
RCultures, Inc.

Date

Attest:

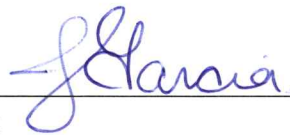
CITY OF DORAL

By: 

Zeida Sardinias, City Manager

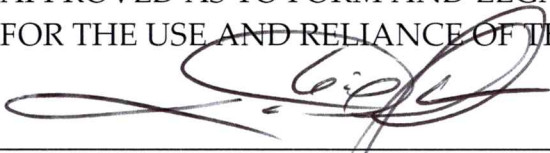
Date: 6/30/25

Clerk



For Rome Diaz,
city clerk

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



Lorenzo Cobiella, ESQ. for
Gastesi, Lopez & Cobiella, PLLC
CITY ATTORNEY

APPENDIX A

Training Fees

Description of Services to the City of Doral

RCultures, Inc. will provide the following training workshops: Cultural Competency/Diversity, Customer Service, Prevention of Violence in the Workplace and Prevention of Sexual Harassment in the Workplace.

- Approximately 18 workshops for all city employees
 - No more than 25 personnel per workshop
 - 6 Hours Training

18 workshops @\$1500 per day Total \$27,000.00

All training will be conducted at the City of Doral. Each training session will be facilitated by, RCultures, Inc.

The morning training sessions will begin promptly at 9:00 a.m. and terminate at 12:00 p.m. The afternoon training sessions will begin promptly at 1:00 p.m. and terminate at 4:00 p.m. Training sessions will consist of no more than twenty-five (25) personnel per session. Other dates and adjustment of time schedules can be added as needed.



Memorandum

Date: June 30, 2025

To: Zeida C. Sardiñas, City Manager *Silvia* 6/30/25
Purchase Approval Date

From: Maria T. Jose, Human Resources Director
Cc: Roman Martinez, Procurement and Asset Management Director

Subject: **Professional Services from R Cultures to the City of Doral Human Resources Department for Customer Service, Sexual Harassment and Diversity Training Services**

Introduction

RCultures provides high level professional training services for City employees. Training sessions consist of the following areas: Customer Service, Sexual Harassment and Diversity. The Human Resources Department works with RCultures to schedule training dates and handles the scheduling of the employees.

Background

RCultures has successfully provided quality training services for the City for approximately fifteen (15) years. RCultures provides seamless services that are always performed in a timely, feasible and effective manner. R Cultures has maintained pricing structure for the City and has decided to honor the same structure for Fiscal Year 24-25. Maintaining services with RCultures will benefit the City and its' employees. Not only has RCultures always provided seamless service but has always ensured that training sessions are in line with the City's vision and goals.

Additionally, the Human Resources Department aims to provide an all-encompassing training of customer service, sexual harassment and diversity, which we feel aids in engaging the employees during training. The goal is to educate employees on acceptable and unacceptable behavior within the workplace and RCultures provides the tools and knowledge needed to recognize and correct behavior that may be perceived as inappropriate.

RCultures, Inc. provided the enclosed proposal listing pricing for all anticipated sessions.

Authorization

The City of Doral administration is requesting authorization from the City Manager to enter into a contract with RCultures to provide the following services: Customer Service, Sexual Harassment and Diversity trainings to all employees. The services will be provided from July 2025 to September 2025 at a total cost not to exceed \$27,000.00.

Under the City's Municipal Code Section 2-318. - *Purchasing limitations; competitive bidding*, the City Manager has the purchasing authority to approve this purchase. Furthermore, the City Manager has the authority to exempt the purchase under "Professional Services" as per Municipal Code Section 2-323. - *Exemptions from competitive bidding (item 2)*.