

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into this 10/7/2025 by and between the City of Doral, Florida, a municipal corporation whose office is located at 8401 N.W. 53rd Terrace, Doral, Florida 33166 (the "City") and Civic Hearted Consulting, LLC, a Florida limited liability company whose office is located at 501 Deer Run, Miami Springs, Florida 33166 ("Civic Hearted Consulting").

RECITALS

WHEREAS, the City is recognized throughout the nation for its beautiful parks, and its wide range of park services; and

WHEREAS, on May 17, 2025, the City inaugurated phase 2 of its signature seventy-eight (78) acre Central Park located at 3000 N.W. 87th Avenue, Doral, Florida 33172, which boasts a community center, gymnasium, indoor multipurpose sport arena, lake use amenities, public pavilions, amphitheater and a water-park complex, among other park programming activities; and

WHEREAS, in order to ensure that City residents and guests are able to access and enjoy Central Park, and all of the City's park network, the City desires to review its current processes, assess its needs, address any deficiencies that may exist, and provide a world class customer service experience to all persons who desire to enjoy the City's parks; and

WHEREAS, the City has identified Civic Hearted Consulting as an entity with the experience and history of performance in municipal park development and service, that can assist the City with its goals; and

WHEREAS, the City desires to retain Civic Hearted Consulting to provide administrative support services, including assessments, strategic recommendations, and program development for the City's parks, municipal facilities, personnel matters, and operational policies and protocols.

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

1. SERVICES

1.1. Scope of Services. Civic Hearted Consulting shall provide the following services to the City (the "Services"):

1.1.1. Parks and City Facilities:

- a. Assess the City's existing parks and municipal buildings for operational efficiency and maintenance needs;
- b. Develop strategic maintenance recommendations and capital improvement plans;
- c. Enhance growth strategies to improve public engagement and facility usage;

- d. Provide a comprehensive report detailing findings, recommendations, and proposed implementation strategies;
- e. Develop a five-year capital improvement plan for parks and municipal facilities.

1.1.2. Personnel Matters:

- a. Review the City's personnel structures and departmental efficiency;
- b. Advance, where applicable, a comprehensive personnel hierarchy structure to optimize workflow and resource allocation;
- c. Develop leadership development and staff training programs to foster professional growth;
- d. Provide a detailed organizational assessment report with recommendations for structural improvements;
- e. Design and deliver customized leadership training modules for department heads and key personnel.

1.1.3. Operational Policies and Protocols:

- a. Analyze the City's operations to improve efficiency and fiscal responsibility;
- b. Recommend enhancements to new and/or existing operations to establish best practices;
- c. Update policies and protocols;
- d. Provide a comprehensive policy and procedure manual incorporating best practices and industry standards;
- e. Develop key performance indicators (KPIs) for each department to measure operational efficiency.

1.2. Deliverables and Timeline. The parties agree to the following deliverables and timeline for the Services:

1.2.1. Within the first two (2) months, Civic Hearted Consulting shall provide the City with an evaluation and assessment of the areas outlined in Section 1.1.

1.2.2. Within four (4) months, Civic Hearted Consulting shall provide the City with the completion of customer service training programs.

1.2.3. Within six (6) months, Civic Hearted Consulting shall finalize a growth management strategy for the City.

1.3. Ongoing Advisory Support. Throughout the six (6) month term of this Agreement, Civic Hearted Consulting shall provide the City with ongoing advisory support and assistance with the implementation of the Services.

2. FEES AND EXPENSES

2.1. Fees. As full and complete compensation for the Services, the City shall pay Civic Hearted Consulting the following amounts:

2.1.1. Upon execution of this Agreement, the City shall pay Civic Hearted Consulting Six Thousand Five Hundred Dollars and 00/100 (\$6,500.00).

2.1.2. After satisfactory completion of the evaluation and assessment phase, the City shall pay Civic Hearted Consulting an additional Six Thousand Five Hundred Dollars and 00/100 (\$6,500.00).

2.1.3. After satisfactory implementation of the customer service training programs, the City shall pay Civic Hearted Consulting an additional Six Thousand Five Hundred Dollars and 00/100 (\$6,500.00).

2.1.4. Upon submission of the final Growth Management Strategy Report and completion of the consulting engagement, the City shall pay Civic Hearted Consulting a final payment of Seven Thousand Five Hundred Dollars and 00/100 (\$7,500.00).

3. PUBLIC RECORDS

3.1. Civic Hearted Consulting acknowledges that the City is subject to Florida's public records laws, Chapter 119, Florida Statutes, and agrees to comply with all applicable public record retention requirements.

3.2. Civic Hearted Consulting shall maintain all records related to this Agreement in accordance with the applicable retention schedules established by the Florida Department of State.

3.3. Upon request from the City's custodian of public records, Civic Hearted Consulting 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

4. SOVEREIGN IMMUNITY

4.1. Nothing in this Agreement shall be deemed to constitute a waiver of the City's sovereign immunity pursuant to Section 768.28, Florida Statutes.

4.2. Notwithstanding any other provision of this Agreement, nothing herein shall be construed to require the City to indemnify Civic Hearted Consulting or any third party, or to otherwise assume liability for acts or omissions not authorized by law.

5. INSURANCE REQUIREMENTS

5.1. Civic Hearted Consulting shall maintain the following insurance coverage throughout the term of this Agreement:

5.1.1. Workers' Compensation insurance with statutory limits.

5.1.2. Employer's Liability insurance with limits of not less than One Million Dollars and 00/100 (\$1,000,000.00).

5.1.3. Commercial General Liability insurance with minimum limits of One Million Dollars and 00/100 (\$1,000,000.00) per occurrence and Two Million Dollars and 00/100 (\$2,000,000.00) in the aggregate.

5.1.4. Professional Liability (Errors and Omissions) insurance with limits of not less than One Million Dollars and 00/100 (\$1,000,000.00) per claim and Two Million Dollars and 00/100 (\$2,000,000.00) in the aggregate.

5.2. The City shall be named as an additional insured on the Commercial General Liability policy and Professional Liability Insurance.

5.3. Civic Hearted Consulting shall provide the City with certificates of insurance evidencing the required coverage prior to commencing work under this Agreement.

6. INDEMNIFICATION AND HOLD HARMLESS

6.1. Civic Hearted Consulting shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all claims, liabilities, losses, or causes of action, including third-party claims, arising out of or related to Civic Hearted Consulting's performance of the Services under this Agreement.

6.2. This indemnification obligation shall include, but not be limited to, all claims against the City by an employee or former employee of Civic Hearted Consulting, and Civic Hearted Consulting expressly waives all immunity and limitation on liability under any workers' compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such a claim.

6.3. The City shall promptly notify Civic Hearted Consulting of any claim, demand, or action arising out of the Services provided under this Agreement and shall cooperate with Civic Hearted Consulting in the defense of such claim, demand, or action.

7. VENUE AND CHOICE OF LAW

7.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions.

7.2. Any legal action or proceeding arising out of or relating to this Agreement shall be instituted in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, and each party irrevocably submits to the exclusive jurisdiction of such court in any such action or proceeding.

8. PREVAILING PARTY ATTORNEYS' FEES

8.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including fees and costs incurred in any appellate proceedings.

9. TERM AND TERMINATION

9.1. Term. This Agreement shall commence on the date first written above and shall continue for a period of six (6) months, unless earlier terminated in accordance with the provisions herein.

9.2. Termination. Either party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other party.

9.3. Effect of Termination. Upon termination of this Agreement, Civic Hearted Consulting shall immediately cease all work hereunder and shall be entitled to compensation only for Services satisfactorily performed prior to the effective date of termination.

10. INTELLECTUAL PROPERTY

10.1. Ownership of Work Product. All reports, documents, materials, and other work product produced by Civic Hearted Consulting in the performance of the Services (collectively, the "Work Product") shall be the sole and exclusive property of the City.

10.2. License to Pre-Existing Materials. Civic Hearted Consulting hereby grants to the City a non-exclusive, perpetual, royalty-free license to use, reproduce, and distribute any pre-existing materials incorporated into the Work Product.

10.3. Civic Hearted Consulting shall not use, publish, or disclose any Work Product without the prior written consent of the City.

11. MISCELLANEOUS

11.1. Entire Agreement. This Agreement, including any exhibits or attachments, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.

11.2. Modification. This Agreement may only be modified or amended by a written instrument signed by both parties.

11.3. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

11.4. Waiver. The failure of either party to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by that party in writing.

11.5. Assignment. Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

11.6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.7. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to the City:
Zeida Sardiñas
City Manager
8401 N.W. 53rd Terrace
Doral, Florida 33166

If to Civic Hearted Consulting:
Civic Hearted Consulting, LLC
Attn: Managing Member
501 Deer Run
Miami Springs, Florida 33166

11.8. Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, civil disturbance, or government action.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this Independent Contract Agreement on the date first written above.

City of Doral Florida

By: _____

Name: Zeida Sardiñas

Title: City Manager

Civic Hearted Consulting, LLC

By: _____

Name: Barbie Hernandez

ATTEST:

ATTEST:

By: _____

Name: Connie Diaz

Title: City Clerk

By: _____

Name:

Title:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Name: Lorenzo Cobiella, Esq.

Title: City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/24/2025

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 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 Consolidated Insurance Nation, Inc. 12005 SW 117 Ave Miami FL 33186		CONTACT NAME: Humberto Torres PHONE (A/C, No, Ext): (305) 412-2205 FAX (A/C, No): (305) 412-2085 E-MAIL ADDRESS: commercial@insurancenation.com															
INSURED Civic Hearted Consulting LLC 501 Deer Run Miami Springs FL 33166		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hiscox Insurance Company</td> <td>10200</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company	10200	INSURER B:		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			P105.053.432.1	06/18/2025	06/18/2026	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.
	☒ POLICY ☐ PRO-JECT ☐ LOC							\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability	Y	Y	P105.053.431.1	06/18/2025	06/18/2026	Each Claim	\$1,000,000
							Aggregate Limit	\$2,000,000

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

Cyber & Data Risk - Policy # P105.053.433.1 Term: 06/18/2025 to 06/18/2026 Each Claim \$250,000 / Aggregate Limit \$250,000.

Certificate holder is listed as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

City Of Doral 8401 NW 53 Terr Doral FL 33166	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 Rolando Castro
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