Docusign Envelope ID: DC35DF1C-6353-8DE7-83B0-258A5C471F2C

CITY OF DORAL POLICE DEPARTMENT AND BLUE LINE DUET, LLC, DBA MINDSET SOLUTIONS MENTAL HEALTH WELLNESS AGREEMENT

This Agreement is made and entered into on this 9 day of October, by and between **Mindset Solutions** (THERAPIST) and the **CITY of DORAL Police Department** (AGENCY), collectively referred to as "THE PARTIES", witness that:

WHEREAS, the AGENCY employs police officers and civilian staff (CLIENTS), and the THERAPIST provides mental health wellness and psychoeducational sessions to the CLIENTS with 24/7 on call availability for crisis intervention and critical incident response; and

WHEREAS, the PARTIES have negotiated an agreement concerning their respective interests and wish to reduce their agreement to a written document reflecting their intentions; and

WHEREAS, THERAPIST will provide mental health wellness sessions and psychoeducation to CLIENTS; and

WHEREAS, THERAPIST can provide crisis intervention and/or critical incident stress debriefings with psychoeducation and follow up care, as requested.

NOW, THEREFORE, in consideration of the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the PARTIES agree as follows:

1. **Recitations:** The above recitations are true and incorporated herein.
2. **Term**: This Agreement shall become effective on the date written above and shall continue on a month-to-month basis. Either party may terminate the Agreement at the end of any month by providing written notice to the other party. The Agreement may be renewed automatically each month unless terminated in accordance with this provision. For purposes of this Agreement, the phrase "contract month" shall mean each one-month period following the effective date of this Agreement.
3. **Termination**: Either party may terminate this Agreement at any time by giving written notice at least 30 days in advance.
4. **Compensation**: The AGENCY shall pay the THERAPIST a rate of $150 per client session, and at the rate of $175 per hour for any additional services requested for crisis intervention, to include suicide or substance abuse interventions, or critical incident response/debriefings. Additionally, if an employee fails to attend a scheduled session, the AGENCY shall pay the THERAPIST a fee of $75, unless the absence or cancellation results from an unforeseen operational emergency or other exigent circumstance beyond the employee's reasonable control. AGENCY shall pay no other fees or costs.

Docusign Envelope ID: DC35DF1C-6353-8DE7-83B0-258A5C471F2C

For three years (FY26-27, 27-28, 28-29) each commencing October 1 and ending September 30, the number of sworn personnel shall not exceed 191. The maximum aggregate expenditure for such sworn personnel shall not exceed $28,650.00 per fiscal year, subject to the availability of funds and provided that such expenditure has been duly budgeted and approved.

5. **Billing**: THERAPIST will invoice agency at the end of each month the number of client(s) or service hours provided or as preferred by the AGENCY.

6. **Records**: THERAPIST shall maintain attendance records and shall submit such records to the AGENCY. No clinical notes or records will be provided to the AGENCY, and all communication between the THERAPIST and CLIENT will remain confidential, unless a threat of serious harm or death to oneself or other(s) exists.

7. **Confidentiality**: THERAPIST is dedicated to preserving the confidentiality and privacy of all CLIENT. However, some State and Federal laws require the disclosure of information in certain situations. Confidentiality must be breached:
   a. If the THERAPIST suspects a child, elderly, or disabled person is abused or neglected, he or she is required to report that information to a State agency.
   b. If a CLIENT brings criminal charges against the THERAPIST.
   c. When a Court orders THERAPIST's testimony or records.
   d. When THERAPIST believes a client is a serious danger to him/herself or others.

8. **Subpoenas:** If CLIENT records are requested through subpoena, CLIENT will be notified in writing and provided with a copy of the subpoena. CLIENT must then provide the THERAPIST with a written objection to the subpoena or indicate that an objection will be filed with the Court (with a copy to the THERAPIST). It is the CLIENT's responsibility to file this with the Court within the timeframe legally allowed.

9. **AGENCY Duties and Responsibilities**: The AGENCY will assist with the scheduling of the sessions and with the notifications of appointment times to the CLIENTS.

10. **Liability Insurance**: THERAPIST agrees to maintain professional liability insurance to cover any acts or omissions of its employees or contracted providers in the amount of $1,000,000.00 (One million dollars and 00/100 cents) per claim, $3,000,000.00 (Three million dollars and 00/100 cents) for aggregate claim(s).

11. **Indemnification: THERAPIST** agrees to indemnify and hold harmless the AGENCY, including its officers and employees, from liabilities, damages, losses, and costs, caused by the negligence, recklessness or intentionally wrongful conduct of THERAPIST. The AGENCY agrees to be responsible for its own negligence. Nothing contained in this Agreement shall be construed as a waiver of the AGENCY's sovereign immunity beyond the limits provided in section 768.28, Florida Statutes.

12. **Independent Contractor**: THERAPIST shall be deemed to be an independent contractor and not an agent or employee of the AGENCY and shall not attain any rights or benefits under the civil service or pension ordinances of the AGENCY, or any

Docusign Envelope ID: DC35DF1C-6353-8DE7-83B0-258A5C471F2C

rights generally afforded to classified or unclassified employees. The THERAPIST shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the AGENCY.

13. **Notices**: Any notice required or permitted under this Agreement shall be in writing and shall be hand-delivered or sent via certified mail and shall be deemed given when mailed.

14. **No Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, which may be withheld in other party's sole discretion.

15. **Severability:** If any Agreement provision or application thereto to any circumstances is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of this Agreement shall remain valid and enforceable.

16. **Governing Law/Venue:** This Agreement shall be governed by the laws of the State of Florida. Exclusive jurisdiction and venue of any actions arising out of this Agreement shall be in Miami Dade County, Florida.

17. **Waiver:** The waiver by either PARTY of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

18. **Entire Agreement/Amendments:** The Agreement, as amended herein, constitutes the entire agreement between the parties, and supersedes any prior understandings. This Agreement may be amended only by written amendments duly executed by the parties.

IN WITNESS WHEREOF, the PARTIES through their respective representatives have executed this Agreement on the day and year written above.

ATTEST:

0/9/2026

City Clerk

CITY OF DORAL POLICE DEPARTMENT:

By: _____

Authorized Official

10/9/2026

Zeida Sardinas, City Manager
City of Doral

Approved as to Legal Sufficiency:

'9/2026

City Attorney's Office

MINDSET SOLUTIONS.:

By: _____

Melissa Barosela, LMHC

Docusign Envelope ID: DC35DF1C-6353-8DE7-83B0-258A5C471F2C

RESOLUTION No. 26-199

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-323(2) OF THE CITY'S CODE OF ORDINANCES, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BLUE LINE DUET, LLC DBA MINDSET SOLUTIONS TO PROVIDE ANNUAL MENTAL HEALTH WELLNESS AND PSYCHOEDUCATIONAL SESSIONS; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a police officer's mental health and wellbeing are just as critically important as an officer's physical health. Police officers are affected by trauma while doing their jobs serving our communities and experience high levels of emotional and physical stress throughout their careers as they repeatedly respond to numerous traumatic events; and

WHEREAS, Ms. Barosela launched her private practice, Blue Line Duet, LLC d/b/a Mindset Solutions, providing psychotherapy to individuals, couples, and families suffering from a range of psychological disorders to include mood disorders, anxiety disorders, thought disorders, personality disorders, substance abuse, relationship difficulties and adjustment disorders. Blue Line Duet, LLC d/b/a Mindset Solutions has also specialized in providing annual mental wellness sessions to employees of local municipal police departments; and

WHEREAS, Ms. Barosela has been providing psychological assistance and support to police officers for 15+ years. She herself is a law enforcement professional and understands the effects of prolonged exposure to traumatic events throughout a police officer's career. She has established a reputation of trust and confidence amongst

Docusign Envelope ID: DC35DF1C-6353-8DE7-83B0-258A5C471F2C

her peers and has been responsible for the clinical supervision of licensed mental health professionals, ensuring adherence to the ethical and legal standards of the American Psychological and American Counseling Associations; and

WHEREAS, Staff has recommended that the Mayor and City Council approve a professional services agreement with Blue Line Duet, LLC d/b/a Mindset Solutions for three (3) years (FY26-27, 27-28, 28-29) of mental health wellness and psychoeducational sessions in an amount not to exceed budgeted funds, pursuant to section 2-323(2) of the City Code of Ordinances.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL 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. Pursuant to section 2-323(2), of the City's Code of Ordinances, the professional services agreement with Blue Line Duet, LLC d/b/a Mindset Solutions, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, for the rendition of the services, for three (3) years (FY26-27, 27-28, 28-29) of mental health wellness and psychoeducational sessions, is hereby approved. The funds will be allocated from LETF Funds (State) Account No. #105.60005.500310, or other most appropriate account(s) as approved in the budget but not to exceed budgeted funds.

Section 3. Authorization: The City Manager is hereby authorized to enter into an agreement with Blue Line Duet, LLC d/b/a Mindset Solutions for the rendition of the services, subject to approval by the City Attorney as to form and legal sufficiency,

Docusign Envelope ID: DC35DF1C-6353-8DE7-83B0-258A5C471F2C

and to expend budgeted funds, in furtherance hereof.

Section 4. Implementation. The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

Docusign Envelope ID: DC35DF1C-6353-8DE7-83B0-258A5C471F2C

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

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Absent
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 7 day of October, 2026.

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:

LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY