

RESOLUTION No. 20-107

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXTEND THE EXISTING CONTRACT AGREEMENT WITH SFM SERVICES INC. FOR RIGHT-OF-WAY MAINTENANCE SERVICES FOR THREE (3) MONTHS ON A MONTH-TO-MONTH BASIS, OR UNTIL THE BID PROCESS FOR THE NEW CONTRACT IS COMPLETED; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT EXTENSION AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral Public Works Department (PWD) provides exceptional services to ensure that the City of Doral continues to follow the “Keep Doral Beautiful” initiative; and

WHEREAS, the PWD advertised Invitation to Bid (ITB) 2015-43 “Right of Way Services” on December 4, 2015 for the provision of Right-of-Way Maintenance Services associated with the landscape maintenance of medians, right-of-way (ROW) and canal banks within the City; and

WHEREAS, the City of Doral Mayor and the City Council-Members passed and adopted Resolution No. 16-76 (5-0 approved) on April 13, 2016 adopting the Right-of-Way Maintenance Service and authorizing the City Manager to negotiate and enter into an agreement with SFM Services, Inc for the provision of landscape Right-of-Way Maintenance Services and the current agreement is set to expire on July 1, 2020; and

WHEREAS, the PWD began the procurement process and completed the ITB 2020-14 “Right-of-Way Maintenance Services” document with a targeted opening date of May 14, 2020 with the intent of awarding a contract at the June 2020 Council Meeting. On the

opening date Procurement Division advised that no proposals had been submitted due to a technical problem; and

WHEREAS, the Procurement Division extended the bid submittal deadline until May 21, 2020 to allow bidders to submit through the electronic submittal process. As such, the targeted award date was not be reached; and

WHEREAS, the PWD respectfully requests for the Mayor and the City Council-Members to allow the City Manager to extend the current contract with SFM Services, Inc., under the same terms, conditions, and prices as the original contract, on a month-to-month basis with a maximum three (3) months extension, to allow the procurement process to be completed; and

WHEREAS, funding for this request is available from Fiscal Year 2019-20 in the Public Works General Fund – Contractual Services, Account No. 001.80005.500340 and from the Public Works Stormwater Fund- Contractual Services, Account No. 401.80005.500340.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 2. Approval. to extend the agreement between the City of Doral and SFM Services, Inc. under the same terms, conditions, and prices as the existing agreement, for a period not to exceed three (3) months on a month-to-month basis or until the transition period of the awarded services company is completed, in an amount not to exceed departmental budget funds, a copy which is attached as Exhibit “A”, is hereby approved. Res. No. 20-SFM Services Agreement Extension Right of Way Maint

Section 3. Authorization. The City Manager is authorized to execute the agreement extension and expend budgeted funds on behalf of the City in furtherance hereof.

Section 4. 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 5. 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 Cabral 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 10 day of June, 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

EXHIBIT “A”

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
SFM SERVICES, INC.
FOR
RIGHT OF WAY MAINTENANCE SERVICES**

THIS AGREEMENT made and entered into on this 7 day of July, 2016 is made between **SFM SERVICES 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 ITB#2015-43, titled "Right of Way Maintenance Services" (the "ITB"), the City of Doral (the "City") received two (2) responses by the December 28, 2015 at 11:00a.m. deadline; and

WHEREAS, upon review of the bids, it was determined that SFM Services, Inc. was the lowest, most responsive and responsible bidder; and

WHEREAS, the City Council approved Resolution# 16-76, authorizing the City Manager to enter into an agreement with SFM Services, Inc. for the provision of right of way maintenance services ; and

WHEREAS, the City and Provider 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 set forth in Exhibit "A" – SFM Services, Inc. Proposal and ITB #2015-43, which is attached to this Agreement and incorporated herein and made a part hereof by this reference.
- 1.2 ITB #2015-43 includes the Project's Schedule, the Project's Scope of Services, Service Specifications, 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 Two (2) years from the date of execution of Agreement, and shall have an option to renew, exercisable by the City, for two (2) one (1) year periods, unless earlier terminated in accordance with Paragraph 8. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and condition included within this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.

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:

The Provider shall be compensated based on the unit rates submitted in the Bid Form for all work completed and accepted by the City, in a not-to-exceed total contract amount of **\$1,930,309.79.**

The City will also include a ten percent (10%) contingency in this agreement should the City request additional scope of work to be completed. Use of contingency funds must be approved by the City Manager or his/her designee prior to funds being released. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services.

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 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

5.2 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 a professional fireworks display 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. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

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

8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.

8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.

- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 8.5 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, 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.

9. **Insurance.**

- 9.1 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" – Insurance Requirements. 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.
- 9.2 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.

10. **Nondiscrimination.**

- 10.1 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

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 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.

11.2 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.

12. **Indemnification.**

12.1 Provider shall indemnify and hold harmless the City, its officers and employees, from and against any and all demands, claims, losses, suits, liabilities, judgment or damages, arising out of, related to, or any way connected with Provider's negligent 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, as determined by judgment and/or good faith settlement. 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 negligent 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.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 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.

13. **Remedies.**

13.1 The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid, and costs incurred, by the City related to this Agreement or \$500,000.00. As the City's sole and exclusive remedy under this Agreement, any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

13.2 Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized

energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

14. **Notices/Authorized Representatives.**

14.1 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: Edward Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider: Christian Infante
President
SFM Services, Inc.
9700 NW 79th Ave.
Hialeah Gardens, FL 33016

15. **Governing Law.**

15.1 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.

16. **Entire Agreement/Modification/Amendment.**

16.1 This writing and any addenda hereto, along with the ITB and Provider's proposal, comprise the entire Agreement of the parties. The "Agreement Documents" listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, with the most recent any addenda or agreement superseding any other documentation, by this reference shall become a part of the Agreement as though physically attached as a part thereof:

Addenda
Agreement
Exhibits to the Agreement
ITB Documents (Addendum, Invitation to ITB, Instructions to Proposers,
Proposal Form provided by Contractor, Notice of Award and Notice to
Proceed);

This agreement further 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.

- 16.2 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.

17. **Ownership and Access to Records and Audits.**

17.1 Upon full payment of all monies owed to the Provider, 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. The City agrees, to the fullest extent permitted by law, to indemnify and hold Provider harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Records by the City or any person or entity that obtains the Records from or through the City.

17.2 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.

17.3 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.

18. **Nonassignability.**

18.1 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.

19. **Severability.**

19.1 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.

20. **Independent Contractor.**

20.1 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.

21. **Representations and Warranties of Provider.**

21.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

21.1.1 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;

21.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and duly registered, validly doing business and in good standing under the laws of the State of Florida;

21.1.3 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

21.1.4 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.

22. **Compliance with Laws.**

22.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

23. **Non-collusion.**

23.1 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.

24. **Truth in Negotiating Certificate.**

24.1 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.

25. **Waiver**

25.1 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.

26. **Survival of Provisions**

26.1 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.

27. **Prohibition of Contingency Fees.**

27.1 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.

28. **Force Majeure.**

28.1 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 City may, at its option and discretion, cancel or renegotiate the Agreement.

29. **FLORIDA CONTRACTS.**

29.1 PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR DAMAGES
RESULTING FROM NEGLIGENCE

30. **Counterparts**

30.1 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:



Connie Diaz, CMC, City Clerk

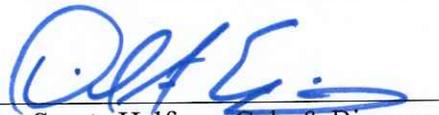
CITY OF DORAL

By: 

Edward Rojas, City Manager

Date: 6.21.16

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



Weiss Serota Helfman Cole & Bierman, PL
City Attorney

SFM SERVICES, INC.

By: 

Its: President
Date: 6-15-16

Exhibit "A"
SFM Services, Inc. Proposal and ITB #2016-76

Exhibit "B"
Insurance Requirements

NOTICE TO PROCEED

TO: SFM Services, Inc.
9700 NW 79th Avenue
Hialeah Gardens, FL 33016

DATE: July 4, 2016

PROJECT DESCRIPTION: **RIGHT-OF-WAY MAINTENANCE SERVICES**, in accordance with Contract Documents as prepared by The City of Doral.

You are hereby notified to commence Work in accordance with the Agreement dated July 1, 2016, on or before July 4, 2016, and work is to be performed for a period of two years at the frequency in the bid form.

This contract shall run for a period of two (2) years with an option to renew for an additional two one (1) year terms, at the discretion of the City, with both parties being in total and full agreement.

City of Doral

BY: 

Edward Rojas

TITLE: CITY MANAGER

RESOLUTION No.16-76

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2015-43 "RIGHT-OF-WAY MAINTENANCE SERVICES" TO SFM SERVICES, INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH SFM SERVICES, INC., SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, FOR THE PROVISION OF LANDSCAPE RIGHT-OF-WAY MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED \$2,123,340.77; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to ITB # 2015-43 titled "Right-of-Way Maintenance Services" (the "ITB"), the City of Doral (the "City") received two (2) bids by the December 28, 2015, 11:00am deadline; and

WHEREAS, upon review of the bids, it was determined that SFM Services, Inc. ("SFM") was the lowest, most responsive and responsible bidder; and

WHEREAS, staff has recommended that the City Council award the ITB to SFM and authorize the City Manager to negotiate and enter into an agreement with SFM Services, Inc. for the provision of landscape Right-of-Way Maintenance Services in an amount not to exceed \$2,123,340.77.

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 part hereof by this reference.

Section 2. Award. The ITB for Right-of-Way Maintenance Services is hereby awarded to SFM, subject to entering into an agreement with the City for the provision of services. This award does not create and/or confer any rights on SFM.

Section 3. Authorization. The City Manager is hereby authorized to enter into Agreement between the City of Doral and SFM Services, Inc. for the provision of landscape Right-of-Way Maintenance Services, in substantially the form provided in Exhibit "A", which is incorporated herein and made a part hereof, subject to approval by the City Attorney as to form and legal sufficiency, in accordance with the terms of SFM's bid and such other terms and conditions deemed to be in the best interest of the City, in an amount not to exceed \$2,123,340.77, which includes a 10% contingency for unforeseen conditions. The City Manager is authorized to execute the agreement and expend budgeted funds in furtherance hereof.

Section 3. 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 4. Effective Date. This Resolution shall take effect immediately upon adoption.

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

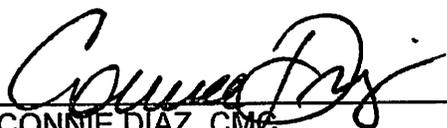
Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 13 day of April, 2016



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY