

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
MIND BODY SOCIAL
FOR
THE PROVISION OF WELLNESS PROGRAMS AT CITY PARKS**

THIS AGREEMENT is made between **MIND BODY SOCIAL**, an active, for-profit Florida Corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Wellness Wednesday Programming (the "Project"); and

WHEREAS, the City desires to engage the Provider to perform the services specified below.

WHEREAS, during the January 12, 2022 Council Meeting, the Mayor and City Council Members approved Resolution #22-05, authorizing the City Manager to enter into an agreement with the Provider for the provision of providing wellness programs for a period of one (1) year with a two (2) additional one (1) year renewal for a total of three (3) years in an amount not to exceed \$5,000 per fiscal year.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as **Exhibit "A"**, which is incorporated herein and made a part hereof by this reference.
 - 1.2 The "Scope of Services" includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.
2. **Term/Commencement Date.**
 - 2.1 The term of this agreement shall become effective upon execution by both parties and shall remain in effect through 1 (1) year after the execution date, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this agreement for two (2) additional one (1) year terms.
 - 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Provider shall be compensated in the following manner:

An amount not to exceed FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.000) per fiscal year regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, is specified in the Provider's proposal. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.

3.4 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 sub-providers and shall maintain responsibility for all work related to the Service.

4.2 Any sub-providers used on the Service 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).

5.3 The City will approve any rates, or the manner for setting such rates charged by the Provider.

5.4 The City will approve the operating budget for services performed under this Agreement.

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service as is ordinarily provided by a Mind Body Social program management provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Service, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Service, upon written notification from the City Manager, the Provider shall at Provider's 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.

6.2 Submit an operating budget for the service that provides for registration fees equal to the costs of operating the service.

6.3 The Provider will be responsible for their own storage space and equipment.

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 for any reason 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 providing the Service.

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 Service 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.

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")**. 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 defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. 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 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. **Notices/Authorized Representatives.**

- 13.1 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: Hernan M. Organvidez
Interim City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.
City Attorney
8401 NW 53rd Terrace
Doral, FL 33166

For The Provider:

Jose Antonio Hernandez and Luis Sanabria
Co-owners
7950 NW 53rd Street
Suite 218
Doral, Florida 33166

14. **Governing Law.**

14.1 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.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and 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.

15.2 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.

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

16.1 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.

16.2 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.

16.3 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.

17. **Non-assignability.**

17.1 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.

18. **Severability.**

18.1 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, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors 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.

19.2 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

20. **Compliance with Laws.**

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

21. **Waiver**

21.1 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.

22. **Survival of Provisions**

22.1 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.

23. **Prohibition of Contingency Fees.**

23.1 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.

24. **Counterparts**

24.1 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.

25. **Removal of Unsatisfactory Personnel**

25.1 The City may make written request to Provider for the prompt removal and replacement of any personnel employed or retained by Provider or any sub provider. The Provider shall respond to the City within fourteen calendar days of receipt of such request with either the removal and replacement of such personnel or with written justification as to why removal is not warranted. All decisions involving personnel will be made by Provider. Such request shall solely relate to said employees work under this agreement. In the event the City Manager disagrees with the justification offered by Provider, the City Manager's decision to replace the employee shall be final.

26. **Force Majeure**

26.1 Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national

strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

26.2 In the event such an event prevents performance thereunder for a period in excess of ninety (90) days, then either party may elect to terminate or suspend this Agreement by a written notice.


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its _____, whose representative has been duly authorized to execute same.

Attest:

CITY OF DORAL

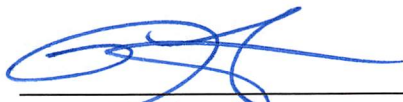


Connie Diaz, City Clerk

By: 

Hernan M. Organvidez, Interim City Manager
Date: 3/11/22

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



Luis Figueredo, ESQ.
City Attorney

PROVIDER

By: LSL
Its: President
Date: FEB. 15, 2022

Exhibit A
Scope of Services

Section 1- Provider Responsibilities

- 1.1 The Provider's services shall be performed on the days and hours agreed upon by the Provider and the City.
- 1.2 ***Provider agrees to submit a proposed monthly class to the Department no less than two (2) weeks in advance. Any potential sponsors should be included in the proposal which will be approved at the Department's discretion.*** Classes and other programs should allow for setup time for back to back classes. The Provider and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "Department", will agree upon class schedules.
- 1.3 Provider agrees to take attendance of all participants registered for the class and provide the Department a recap of participants that attended, including participant registration information and any surveys that were collected.
- 1.4 Each class will be offered to the community free of charge, unless otherwise approved by the Department.
- 1.5 The Provider warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 1.6 The Provider agrees that they shall be solely responsible for all costs and /or expenses associated with, or as a result of its operation under this Agreement. The Provider shall stipulate and certify that he/she is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of this Agreement.
- 1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to purchase the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.

- 1.8 ***Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.***
- 1.9 The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider.
- 1.10 The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. ***Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.*** The City reserves the right to cancel class sessions for City sanctioned activities or events and agrees to notify Provider of said cancellations in writing.
- 1.11 All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department. The Department or City may require that the Provider not be permitted to utilize specific assistants, substitutes, or additional instructors who have failed to follow the Department rules.
- 1.12 Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- 1.13 The Department or City may require that the Provider not be permitted to utilize specific assistants, substitutes, or additional instructors who have failed to follow the Department rules.
- Although the City shall not control the instructor's techniques, methods, procedures, or sequence of instruction, the Provider will endeavor to comply with the City's and Department's policies and procedures so as not to interfere with their operation, harm or damage the equipment or facilities afforded to Provider for his/her class or to otherwise disrupt the other on-site activities being offered at such public facilities. The City may provide onsite logistics and equipment when requested and agreed upon by both parties.

1.14 The Provider also acknowledges that he or she is primarily responsible for the conduct of the students in all classes under his or her charge.

1.15 The Provider must complete the following national background screening tests on a yearly basis at the Providers expense for any instructor who will be providing class instructions or services for the City of Doral and disqualify any class instructor from offering services at the City of Doral due to results of a criminal background check in accordance with State and Federal law.

- Social Security Verification
- Address Trace
- Local Criminal Record Search
- National Criminal Record Search
- Sex Offender Registry

The Provider must submit a signed affidavit to the City stating that the above mentioned background screening tests has been completed for all of their instructors at least one week (7 days) prior to that employee being assigned to duty and that they have disqualified any instructor in accordance with State and Federal law.

The City shall require all participants in the programs to sign a Waiver and Release of Liability located on the Registration Form, a copy of which is attached hereto as (**Exhibit "B"**).

1.16 The Provider shall be compensated in the following manner:

An amount not to exceed FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.000) per fiscal year regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, is specified in the Provider's proposal (**Exhibit "C"**). Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

EXHIBIT "B"

INSURANCE REQUIREMENTS - AGREEMENTS FOR OUTSIDE INSTRUCTORS

- I. **Commercial General Liability**
- A. Limits of Liability
- | | |
|---|-------------|
| Bodily Injury & Property Damage Liability | |
| Each Occurrence | \$1,000,000 |
| Policy Aggregate | \$1,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
| Products & Comp. Ops (If Applicable) | \$1,000,000 |
| Sexual Abuse & Molestation | \$100,000 |
- B. Endorsements Required:
- City of Doral listed as an Additional Insured
8401 NW 53rd Terrace, Doral, FL 33166
- Contingent Liability
Premises and Operations Liability
- II. **Workers Compensation (Coverage A)**
Statutory limits as required - State of Florida
- Employer's Liability (Coverage B)**
\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit
- III. **Professional Liability/Error's & Omissions (If Applicable)**
- A. Limits of Liability
- | | |
|------------------|-----------|
| Each Claim | \$250,000 |
| Policy Aggregate | \$250,000 |
- "Retro Date" coverage included

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement.

Policies shall provide the City of Doral written notice of cancellation or material change from the insurer in accordance to policy provisions. If coverage will not be replaced within 10 days with no lapse in coverage, instructor is required to notify City directly.

All insurance will be provided by companies authorized to do business in the State of Florida. Companies must be AM Best rated no less than "A-", "Class VI".

Requirements herein are minimums. Coverages, limits, policies and certificates of insurance are subject to review, verification, and amendment by Risk Management.

Exhibit "C"

CITY OF DORAL
WAIVER AND RELEASE OF LIABILITY/MEDICAL TREATMENT CONSENT

TO THE CITY OF DORAL: in consideration of the opportunity afforded to me or my minor child/ward to participate in the activity described in the Registration Form at:

Morgan Levy Park, 5300 NW 102nd Avenue / Doral Meadow Park, 11555 NW 58th Street /
Doral Glades Park, NW 98th Place/ Doral Legacy Park, 11400 NW 82nd Street / Doral Central Park, 3000 NW 87th Avenue/
Downtown Doral Park, 8395 NW 53rd Terrace/ Doral Government Center, 8401 NW 53rd Terrace.
(Name and Address of Facility)

I, the undersigned, on behalf of myself or my child/ward named in the Registration form, do freely agree to make the following contractual representations and agreements.

I, on behalf of myself or my child/ward named in the Registration Form, acknowledge and understand that participation in the activity involves the risk of serious injury, including permanent disability and/or death and severe social and economic losses.

I, on behalf of myself or my child/ward named in the Registration Form, do hereby knowingly, freely, and voluntarily assume all liability for any damage or injury which may occur as a result of me or my child/ward's participation in such activity and will indemnify and hold harmless form any and all liability to release, waive, discharge, and covenant not to sue the City of Doral, its officers, agents, employees, and volunteers from any and all liability or claims which may be sustained by me, my minor child/ward, or a third party directly or indirectly in conjunction with, or arising out of participation in the activity described herein, whether caused in whole or in part by the negligence of the City of Doral or otherwise.

I, on behalf of myself or my child/ward named in the Registration Form, grant permission to transport the participant to and from events, activities, programs, etc. when required and hold harmless those who transport.

I, on behalf of myself or my child/ward named in the Registration Form, also agree to allow transportation of the participant to the nearest physician or hospital for medical treatment and agree for immediate first aid to injured person when deemed necessary.

PHOTO RELEASE

I give permission for any photograph, video tape, or any other form of audio visual record of myself or my child's participation with the City of Doral Parks and Recreation Department to be used by the City of Doral for publicity purposes.

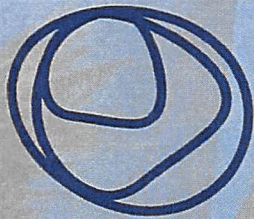
I, on behalf of myself or my child/ward, have read the above provision, fully understand its terms, and understand that I, on behalf of myself or my child/ward, have given up substantial rights by signing this waiver and I acknowledge that I signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and I agree that, if any portion of this Registration Form is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Participant Name: _____

Name of Parent/Guardian: _____ Date: _____

Signature (Parent/Guardian if participant is a Minor): _____

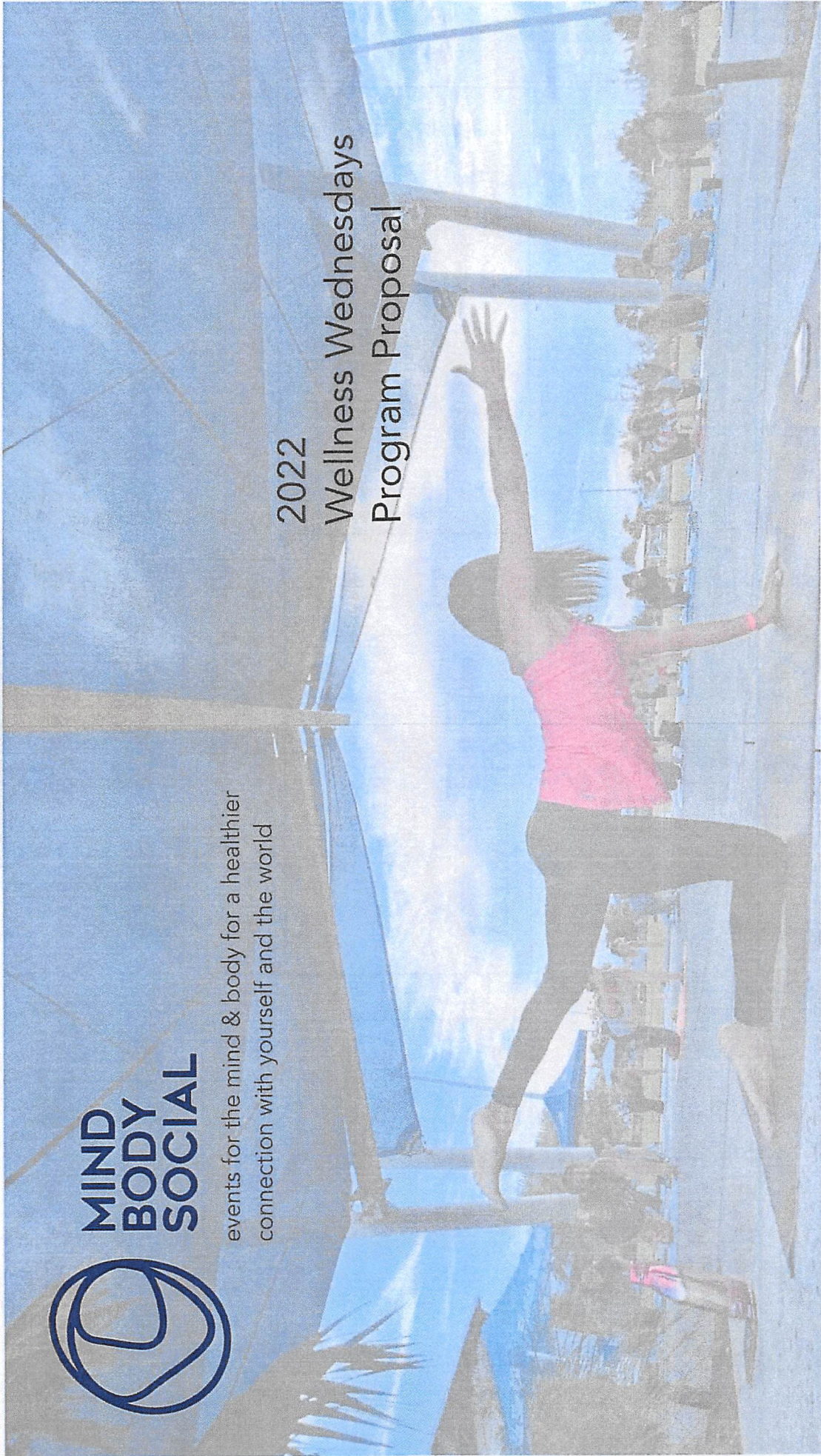
EXHIBIT "D"



**MIND
BODY
SOCIAL**

events for the mind & body for a healthier
connection with yourself and the world

**2022
Wellness Wednesdays
Program Proposal**





we are "helping south florida get

healthy while having *fun*"

- cbs4 news

WHAT WE DO

MOTHER'S MAY WELLNESS series presented by Publix:

- +294 millions media impressions, 68 events in 10 South Florida cities
- 28% increase in traffic in key store (2018)
- winner of the 2019 national FMI community outreach program

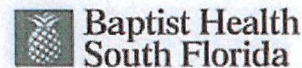
VIRTUAL WELLNESS Series presented by Baptist Health:

- +200,000 participants since March 2020
- World Meditation Day session with Mayor Francis Suarez & Nikki Spoelstra

Florida Recreation & Parks Association Award: 2018

innovative programming, health category awarded to the City of Doral for "Step Up Your Health, Doral" in collaboration with Mind Body Social.

some of our Partners...





Wellness Wednesdays

WELLNESS WEDNESDAYS: OVERVIEW

Monthly series of wellness & social events, featuring varied instructors and fun activities such as workouts, runs, yogas, zumba, and more! Free and open to the community, created for all levels of expertise.

- 12 - Monthly In person activations, every 3rd Wednesday of the month, corresponding to the "Step Up Your Health, Doral" Initiative.
- Fitness Styles to include: Zumba, Yoga, Tai Chi, Core & Stretch, Pilates, Cardio Burn Workout, Dance Fitness, Run Clubs, Kickboxing and STRONG Nation, among others.
- Thematic Activations for Health holidays to raise awareness about illnesses, health issues and mental health. *(Exercise improves mental health by reducing anxiety, depression, and negative mood and by improving self-esteem and cognitive function. Exercise has also been found to alleviate symptoms such as low self-esteem and social withdrawal.)*
- Rotation throughout key Parks to best serve the Doral community.
 - Working with Parks Staff to determine availability and approval.



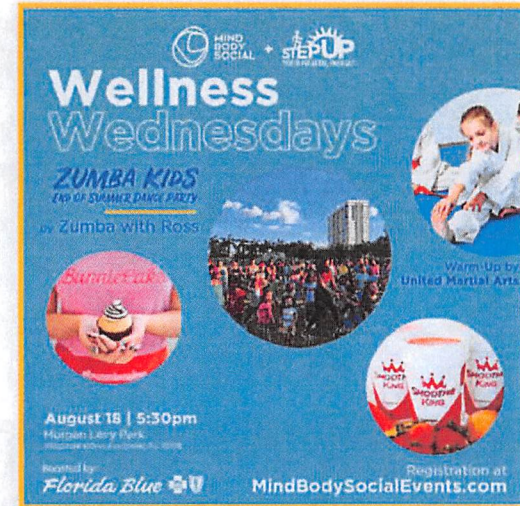


Wellness Wednesdays

WELLNESS WEDNESDAYS: OVERVIEW

- Obtain and confirm fitness/wellness instructors with approval from the City.
- Design of series artwork for promotion.
- Create and manage Eventbrite Registration Page.
- Marketing and Promotion of series on a variety of communication channels:
 - MBS Social Media platforms and weekly newsletter to 30,000+ in distribution.
 - Event Partner promotion throughout social media and newsletters.
 - Local Influencer promotion through Instagram posts and stories.
- Organization of on-site duties such as set up, participant check-in, hosting and event breakdown.

PROPOSED PROGRAM COST: \$4,970.00*
 Cost to continue the same as previously approved.



PROPOSED CALENDAR

Month	Date	Time	Activity/Ideas	Instructor	Park
January	1/26	6:30 PM	Cardio Dance Party	Shobiz FIT	Morgan Levy Park
February	2/16	6:30 PM	Heart Healthy HIIT (American Heart Month)	TBD	Downtown Doral Park
March	3/16	6:30 PM	St. Patrick's Day Turn Up Celebration	TBD	Doral Legacy Park
April	4/20	6:30 PM	Yoga Flow	TBD	Doral Glades Park
May	5/18	6:30 PM	LIFTED Mind & Body (Mental Health Awareness Month)	TBD	Doral Meadow Park
June	6/15	6:30 PM	TAPOUT FUSION (Men's Health Awareness Month)	TBD	Downtown Doral Park
July	7/20	6:30 PM	Cardio Kickboxing	TBD	Morgan Levy Park
August	8/17	6:30 PM	Summer Adventure Yoga (Family Friendly)	TBD	Doral Meadow Park
September	9/21	6:30 PM	Balance & Core Strength (Healthy Aging Month)	TBD	Doral Glades Park
October	10/19	6:30 PM	LET'S GET PHYSICAL - 80's Themed Aerobics (Breast Cancer Awareness)	TBD	Doral Legacy Park
November	11/16	6:30 PM	Pre-Turkey Run	TBD	Downtown Doral Park
December	12/14	6:30 PM	Holiday HIIT	TBD	Doral Glades Park

* All Proposed Dates, Times, Activities and Parks are Subject to Change.

* MBS Staff will work closely with City of Doral Parks Staff Contact to ensure the best outcome for proposed programming.



ABOUT US

Mind Body Social creates and executes event series that will help make everyday people's lives better, by offering inspiring, innovative, exciting and practical tools for a balanced mind and body, and a healthier connection with yourself and others.

MIND BODY SOCIAL, LLC.
mindbodysocialevents.com

LUIS SANABRIA

Entertainment industry executive with over twenty years of experience in live-event production & marketing. He has been involved in more than 3,000 concert dates in many different capacities, from booking The Eagles for a show at Red Square in Moscow, to US arena tours, as well as private, branded events across the country and world. Among his clients and partners: AEG Live, Live Nation, Wisin y Yandel and Jack Daniel's, among many others.

Luis@mindbodysocialevents.com

305.281.3762

JOSE ANTONIO

Strategy, Branding & Marketing executive for national and global brands. The breadth of his career includes marketing crossover artists such as Enrique Iglesias, Ricky Martin and Juanes, among others; overseeing multi-platform campaigns from the agency side for Apple, Converse and Jim Beam while at The Community; launching and positioning two millennial-focused television networks (El Rey & Fusion); and Head of U.S. Marketing for Swatch.

JoseAntonio@mindbodysocialevents.com

310.467.3838

THANK YOU

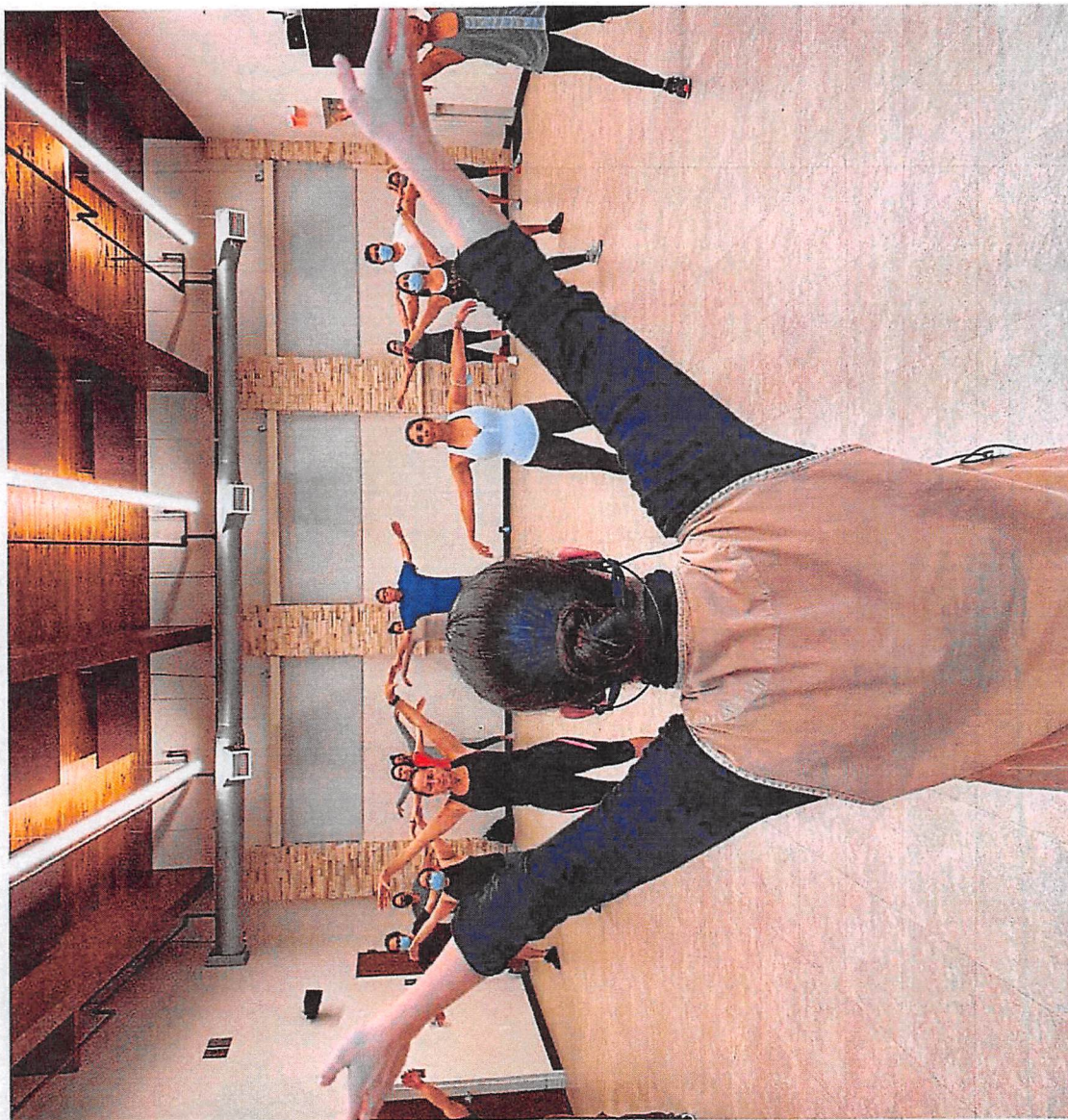


EXHIBIT "B"

INSURANCE REQUIREMENTS - AGREEMENTS FOR OUTSIDE INSTRUCTORS

- I. **Commercial General Liability**
- A. Limits of Liability
 - Bodily Injury & Property Damage Liability
 - Each Occurrence \$1,000,000
 - Policy Aggregate \$1,000,000
 - Personal & Advertising Injury \$1,000,000
 - Products & Comp. Ops (If Applicable) \$1,000,000
 - Sexual Abuse & Molestation \$100,000
 - B. Endorsements Required:
 - City of Doral listed as an Additional Insured
 - 8401 NW 53rd Terrace, Doral, FL 33166
 - Contingent Liability
 - Premises and Operations Liability
- II. **Workers Compensation (Coverage A)**
Statutory limits as required - State of Florida
- Employer's Liability (Coverage B)**
\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit
- III. **Professional Liability/Error's & Omissions (If Applicable)**
- A. Limits of Liability
 - Each Claim \$250,000
 - Policy Aggregate \$250,000
 - "Retro Date" coverage included

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement.

Policies shall provide the City of Doral written notice of cancellation or material change from the insurer in accordance to policy provisions. If coverage will not be replaced within 10 days with no lapse in coverage, instructor is required to notify City directly.

All insurance will be provided by companies authorized to do business in the State of Florida. Companies must be AM Best rated no less than "A-", "Class VI".

Requirements herein are minimums. Coverages, limits, policies and certificates of insurance are subject to review, verification, and amendment by Risk Management.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2022

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 ALL CITY INSURANCE INC. 1400 NW 107th AVE SUITE 210 DORAL FL 33172-	CONTACT NAME: CUSTOMER SERVICE
	PHONE (A/C, No, Ext): (305)463-9431 FAX (A/C, No): (305)436-6797
	E-MAIL ADDRESS: GMAIL@ALLCITYINS.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: EVANSTON INSURANCE COMPAN NAIC # 35378
INSURED MIND BODY SOCIAL LLC 7950 NW 53RD STREET, SUITE 218 MEDLEY FL 33166-	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3AA490817	07/12/2021	07/12/2022	EACH OCCURRENCE \$ 1,000,000 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 PRODUCTS - COMP/OP AGG \$ INCLUDED \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$


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

EVENT PLANNER
CERTIFICATE HOLDER NAMED AS ADDITIONAL INSURED UNDER FORM MEGL 0009-01 05 16 Blanket Additional Insured/
ABUSE AND MOLESTATION IS NOT EXCLUDED UNDER THE CGL POLICY.

CERTIFICATE HOLDER

CANCELLATION

AI 003579

City of Doral 8401 NW 53rd Terrace 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 
--	--

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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/21/2022

EXPIRATION DATE: 2/21/2024

PERSON: LUIS SANABRIA

EMAIL: LUIS@MINDBODYSOCIALEVENTS.COM

FEIN: 824020328

BUSINESS NAME AND ADDRESS:

MIND BODY SOCIAL, LLC

7950 NW 53RD STREET. STE 218

MIAMI, FL 33166

SCOPE OF BUSINESS OR TRADE:

Athletic Sports or Park:
Noncontact Sports

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes to your vehicle information, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used? <i>National average: 12,000 miles driven annually per vehicle</i>
2021 TESLA MODEL 3	5YJ3E1EA2MF922881	JOSE HERNANDEZ, a married male, who will be age 46 as of March 26, 2022.	To Work, School or Pleasure. Driven over 7,500 miles annually.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

2018 JEEP GR CHEROKE

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

DRIVER INFORMATION

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy.

Name	Age as of March 26, 2022	Gender	Marital Status
JOSE ANTONIO HERNANDEZ	46	Male	Married

Other Household Driver(s)

In addition to the Principal Driver(s) and Assigned Driver(s), your premium may be influenced by the drivers shown below and other individuals permitted to drive your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that most frequently drive other vehicles in your household.

RAFAEL GONZALEZ

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it.

Each driver is designated as an **Assigned Driver** on the household automobile that they most frequently drive. Your

premium may be influenced by the information shown for these drivers.

IMPORTANT NOTICE REGARDING YOUR PREMIUM

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports.

Your premium was determined by information from consumer reports: Number of retail consumer initiated inquiries in the last 24 months; Number of retail accounts; Number of consumer initiated inquiries in the last 12 months

with 30-day exceptions; Percent of accounts paid as agreed in the last 24 months to total accounts.

Consumer report reference number: *22024081703243

Credit information was obtained on: JOSE HERNANDEZ

You have the right to request, no more than once during your policy term, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate.

Please refer to the enclosed insert for additional information.

COVERAGE AND LIMITS See your policy for an explanation of these coverages.

A	Liability	
	Bodily Injury 100,000/300,000	
	Property Damage 100,000	\$283.56
P10	1,000 Deductible No Fault	
	Deductible Applies to You and to	
	Each of Your Dependent Relatives	\$145.80
C	Medical Payments	
	Emergency Medical 5,000	
	Not Emergency Medical 1,250	\$12.06
D	500 Deductible Comprehensive	\$93.08
G	500 Deductible Collision	\$260.19
H	Emergency Road Service	\$0.94
R1	Car Rental & Travel Expense	
	80% Per Day, \$500 Max	\$10.96
U3	Uninsured Motor Vehicle	
	Bodily Injury 100,000/300,000	\$88.72
Total Premium		\$895.31

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

IMPORTANT INFORMATION ABOUT UNINSURED MOTOR VEHICLE COVERAGE

Now is a good time to consider either adding Uninsured Motor Vehicle Coverage, or increasing your limits for this coverage. This coverage protects you, your resident family members and your passengers in the event of bodily injury sustained in an accident for which an unidentified, uninsured, or underinsured driver is legally liable.

You have the right to choose one of these options:

a. select stacking coverage (U) with any available limits up to your bodily injury liability coverage limits, which means that if more than one Uninsured Motor Vehicle Coverage applies, the limits for the applicable coverages may be added together (Stacking is not available for policies with a named insured that is not a natural person);

b. select, at a reduced premium, non-stacking coverage (U3) with any available limits up to your bodily injury liability coverage limits, which means the Uninsured Motor Vehicle Coverage limits are not added together in most circumstances. The non-stacking coverage on this policy is not available to persons injured while occupying a motor

(continued on next page)

A-2800 A
HERNANDEZ, JOSE ANTONIO
5928 SW 49TH ST
MIAMI FL 33155-6305

Policy Number: J62 9523-C26-59
Policy Period: March 26, 2022 to September 26, 2022

Vehicle:
2021 TESLA MODEL 3

Principal Driver:
JOSE ANTONIO HERNANDEZ

AUTO RENEWAL

PREMIUM PAID: \$895.31

DO NOT PAY.

Your premium is billed through the State Farm Payment Plan

State Farm Payment Plan Number: 1526915319

Your State Farm Agent

CABRERA-RODRIGUEZ INS AGCY INC

Office: 305-529-9966

Address: 1925 PNC D LEON BLVD
CORAL GABLES, FL 33134-4412

*If you have a new or different car, have added any drivers, or have moved,
please contact your agent.*

Thank you for choosing State Farm.

IMPORTANT NOTICE- Under No-Fault Coverage, the only medical expenses we will pay are reasonable medical expenses that are payable under the Florida Motor Vehicle No-Fault Law. The most we will pay for such reasonable medical expenses is 80% of the "schedule of maximum charges" found in the Florida Motor Vehicle No-Fault Law and in the Limits section of the Florida Car Policy's No-Fault Coverage.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number: J62 9523-C26-59
Prepared January 31, 2022
Form 1004933

Page number 1 of 7

144211 201 11-01-2015



Control your discount with Drive Safe & Save™

Get a discount just for enrolling. From there, how you drive determines how much you save.

If you haven't already, download the app and enroll. Text **SAVE** to **78836** or contact your agent, CABRERA-RODRIGUEZ INS AGCY INC, at 305-529-9966.

COVERAGE AND LIMITS *continued*

vehicle owned by you or a resident family member which is not insured for uninsured motorist coverage by this policy; or

c. reject this coverage entirely.

Please contact your State Farm agent if you wish to change coverage.

IMPORTANT INFORMATION ABOUT PREMIUM SAVINGS FOR NO-FAULT COVERAGE

(Coverage P - Personal Injury Protection Insurance)

For personal injury protection insurance, the named insured may elect a deductible and to exclude coverage for loss of gross income and loss of earning capacity ("lost wages").

These elections apply to the named insured alone, or to the named insured and all dependent resident relatives. A premium reduction will result from these elections. The named insured is hereby advised not to elect the lost wage exclusion if the named insured or dependent resident relatives are employed, since lost wages will not be payable in the event of an accident.

Please contact your agent for information about No-Fault premium savings.

DISCOUNTS *These adjustments have already been applied to your premium.*

Antilock Brakes	✓
Multicar	✓
Antitheft	✓
Vehicle Safety	✓
Good Driving	✓
Total Discounts	\$465.33

SURCHARGES AND DISCOUNTS

AUTOMOBILE RATING PLAN - Applies to private passenger cars only.

Accident-Free Discount - Once your policy has been in force for at least three years with no chargeable accidents, you may qualify for our Accident-Free Discount. Once you qualify, this discount applies as long as there are no chargeable accidents, and may even increase over time.

Good Driving Discount - Newer policyholders who do not yet qualify for our Accident-Free Discount (available after three years with no chargeable accidents) may already be receiving a Good Driving Discount. This discount continues to apply until your policy qualifies for the Accident-Free Discount as long as there are no chargeable accidents and no new drivers. If you add new drivers, they must also qualify in order for your Good Driving Discount to continue.

Chargeable Accidents - For new business rating, an accident is chargeable if it results in \$750 or more of damage to any property. For renewal business, an accident is chargeable as of the date State Farm pays at least \$750 (for accidents occurring on or after April 1, 1999) under

property damage liability and collision coverages for an at-fault accident.

Surcharges - If there are chargeable accidents, you may lose your Good Driving Discount or Accident-Free Discount and receive accident surcharges. But if the accident is the first to become chargeable in nine years and this policy has been in force for at least that long, the Accident-Free Discount will continue and no surcharge will apply. The surcharge for each accident depends upon the number and timing of the accidents, and each accident surcharge will remain in effect up to three years.

Surcharges will be removed if the company is given satisfactory evidence that the driver involved is no longer a member of the household or will not be driving the car in the future. If that driver is insured on another State Farm policy, his or her driving record will be considered in the rating of the other policy.

These discounts and surcharges do not apply to all coverages. For complete details, see your State Farm agent.

ADDITIONAL INFORMATION

If any information on this renewal notice is incomplete or inaccurate, or if you want to confirm the information we have in our records, please contact your agent. For additional

information regarding discounts or coverages, see your State Farm agent or visit statefarm.com®.

Buying a new car? Remember to contact your agent!

When you buy an additional car or one that replaces a car already on your policy, you need to report the change to your agent **promptly**. Even though the dealership you purchased the car from may offer to notify your agent or insurance company, you, as the named insured, are responsible for reporting all changes to your auto policy. By contacting your agent, you can help:

- avoid any complications or lack of coverage in the event of an accident or loss,
- avoid insurance verification problems with a lienholder, the police, or the department of motor vehicles, and
- ensure that you receive any new discounts you may be entitled to.

Your current State Farm policy automatically provides certain coverages for a new or replacement car for up to a specified, limited number of days after you take possession of the car. Please refer to your policy for the number of days that applies in your state.

If you have any questions about coverage for a newly acquired car, please contact your State Farm agent.

Disclaimer: This message is provided for informational purposes only and does not grant any insurance coverage. The terms and conditions of coverage are set forth in your State Farm Car Policy booklet, the most recently issued Declarations Page, and any applicable endorsements.



Information Regarding Increased Premiums Resulting From Accidents

(Please disregard if you have not had an accident or if rated as a commercial vehicle)

If you have been involved in an automobile accident which resulted in an accident surcharge, the amount due indicated on the enclosed statement will show the increased premium. If any of the conditions listed below applies to your situation, the surcharge may be removed. Pay the amount shown on the renewal notice and give us the full facts as to why the surcharge should be removed. We will reimburse you the difference in premium for any surcharge removed.

The insured vehicle was:

- a. Lawfully parked, or
- b. Struck in the rear by another vehicle headed in the same direction, and the driver of your vehicle has not been convicted of a moving traffic violation in connection with the accident, or
- c. Hit by a "hit-and-run" driver and the accident was reported to the proper authorities within 24 hours of discovery, or

(continued on back)

The driver of the insured vehicle:

- a. Was reimbursed by, or on behalf of, a person responsible for the accident or has judgment against such person, or
- b. Was not convicted of a moving traffic violation in connection with the accident, but the driver of the other automobile involved in such accident was convicted of a moving traffic violation, or
- c. Was finally judged not to be liable by a court of competent jurisdiction, or
- d. Was issued a traffic citation which was dismissed, or which the prosecutor declined to prosecute, or
- e. Was not at fault and provides a written statement establishing facts demonstrating lack of fault, which are not rebutted by information in our files from which we, in good faith, determine that the insured was substantially at fault, or
- f. Is no longer a member of your household, or
- g. Will not be driving your car in the future, or
- h. Was less than 50% at fault.

State Farm Mutual Automobile Insurance Company
State Farm Fire and Casualty Company
Bloomington, IL

6/14 (C)

153-419 FL.4

6/14 (C)

153-419 FL.4



**THIS NOTICE IS BEING
PROVIDED PURSUANT TO
THE FEDERAL FAIR CREDIT
REPORTING ACT AND ANY
APPLICABLE STATE LAW**

State Farm® considered information from a consumer credit report to determine your premium. This report was obtained from LexisNexis, a consumer reporting agency. We review information for other drivers in your household as well. LexisNexis only provides information, does not make any decisions about your insurance, and is unable to provide any reasons for State Farm's decision.

We encourage you or the driver whose consumer report was used to obtain a free copy of the consumer report. The driver whose consumer report was used can be found on your Auto Renewal. A free copy of the consumer report can be obtained by contacting LexisNexis within 60 days of receiving this notice. Please send any questions or comments about the consumer report, along with the report reference number (if shown) on the Auto Renewal, to:

LexisNexis Consumer Center
PO Box 105108
Atlanta, GA 30348
Phone: 1-800-456-6004
Internet Address: www.consumerdisclosure.com

(continued on back)

11/15 (C)

153-6625

In an effort to protect consumer privacy, the consumer reporting agency will only release consumer report information to the consumer. If you contact the vendor listed above to obtain the consumer report information used by State Farm® to rate your policy, the vendor will attempt to verify that you are the person whose consumer report information was obtained by asking you to answer one or more questions regarding that information. If your consumer report information was not used, you can refer to your Auto Renewal to see whose consumer report was obtained to rate your policy and that person can request the information from the vendor.

If your credit history was adversely influenced by certain life events, please talk to your agent about requesting an additional review of your information. Examples of such life events may include, but are not limited to, serious illness or injury, death of an immediate family member, temporary loss of employment, divorce, military deployment overseas, or identity theft. Or, if the information in your consumer report is incomplete or inaccurate, you have the right to dispute it with LexisNexis. If a correction is made as a result of your dispute, please tell your agent so State Farm may reconsider its decision.

The premium associated with the use of credit is more than the lowest available rate. Our use of credit information from the consumer report determines insurance risk, but not credit risk. Please refer to your Auto Renewal for information about factors that affect your premium. In addition to consumer report information, these factors include the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and the likelihood of future claims. But you have the most competitive rate State Farm can offer you at this time.

State Farm Mutual Automobile Insurance Company
State Farm Fire and Casualty Company
Bloomington, IL

11/15 (C)

153-6625

RESOLUTION No. 22-05

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BID PROCESS PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MIND BODY SOCIAL, LLC. FOR THE PROVISION OF MONTHLY WELLNESS EVENTS FOR A PERIOD OF ONE (1) YEAR WITH THE OPTION OF TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS FOR A TOTAL OF THREE (3) YEARS IN AN AMOUNT NOT TO EXCEED \$5,000.00 PER FISCAL YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in November of 2016, "Step Up Your Health, Doral!" Program was created, and became part of the Mayor's Wellness Initiative, which encourages the entire community; residents, employees, and businesses, to get healthier together; and

WHEREAS, the main goals of this initiative are to increase and raise awareness of mental health issues, promote higher fitness levels, making fitness a life goal, offer proper nutritional education, promote alternatives modes of transportation, and increase sense of community; and

WHEREAS, in 2017, Mind Body Social met with City staff to discuss the possibility of partnering with the City in order to increase wellness within the community through their innovative programming; and

WHEREAS, in 2019, the partnership was formalized through a Professional Services Agreement which was approved by Council (Reso. No. 19-282); and

WHEREAS, Mind Body Social has been providing monthly programming through the Wellness Wednesday program which has been extremely successful providing free wellness classes at a different park each month with an attendance ranging from 50-400 participants; and

WHEREAS, the partnership has been extremely beneficial to the City and the residents resulting in an increased awareness of the Step Up Your Health, Doral! initiative as well as an increase in attendance in wellness programming at the park. It has also increased the community's awareness of the parks and amenities available; and

WHEREAS, pursuant to Sec. 2-321 of the City Code, The City Manager's Office respectfully requests approval from the Mayor and City Councilmembers to waive the competitive procurement process by authorizing the City Manager to enter into an agreement with Mind Body Social, LLC. for a period of one (1) year with the option of two (2) additional one (1) year renewals for a total of three (3) years under the same terms and conditions in an amount not to exceed \$5,000 per fiscal year. Funding is available is 001.90005.500340 (Contractual services-other).

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. Approval & Authorization. The Mayor and City Councilmembers, pursuant to Section 2-321 of the City Code, approve the waiving of the competitive bid process and authorize the City Manager to enter into an agreement with the current provider, Mind Body Social, LLC. for a period of one (1) year with the option of two (2) additional one (1) year renewals for a total of three (3) years under the same terms and conditions in an amount not to exceed \$5,000 per fiscal year. Funding is available is 001.90005.500340 (Contractual services-other).

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this

Resolution.

Section 4. 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 Vice Mayor Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 12 day of January, 2022.



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