

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
Mind&Melody, Inc.,
FOR
SENIORS AND SPECIAL NEEDS MUSIC CLASSES**

THIS AGREEMENT is made between **Mind&Melody, Inc.**, a 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 SENIORS AND SPECIAL NEEDS MUSIC CLASSES (the “Project”); and

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

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 (**Exhibit A**).
 - 1.2 The “Scope of Services” includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through August 2023, 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 period once the initial term of this Agreement has expired. .
 - 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.**

The City and Provider shall be compensated in the following manner:

In consideration of the releases and indemnities contained herein and of the Provider's Services in connection with the Special Needs classes, programs, and activities, described herein, the City shall be entitled to 25% of the fees paid by participants and the Provider shall be entitled to the remaining 75% of fees paid. The non-resident surcharge is fully payable to the City and shall not be included in the monthly gross income calculation. The fee for the Special Needs classes will be \$25 per class per child, with a minimum of 6 children enrolled in the program. Provider's pricing is contingent upon there being a minimum of 6 children participating. If at any time the minimum number of children is not met, the parties shall work together to determine an alternative payment amount and/or structure.

On behalf of the City, the Provider will collect all fees from the participants, retain its compensation and transfer the remainder to the City in the form of a check made payable to: *City of Doral*. Payment to the City must be made within fourteen (14) calendar days after the end of each session. Failure to make timely payment to the City, after the City has provided five (5) days' notice and opportunity to cure, is a breach of this Agreement. Amounts owed and not paid by Provider within thirty (30) days of the date due will be charged interest at an annual rate of twelve percent (12%).

Along with payment, the Provider shall also submit their pay-out reports and a copy of the participant's registration form and attendance sheets (the City shall provide the spreadsheet template of the pay-out report and attendance sheet to the Provider).

The City will be responsible for the registration process and collection of all registration fees for Senior Music Classes. The City will pay provider \$150/class. Payment from the City will be within fourteen (14) days of the conclusion of each session.

It is the responsibility of the Provider to pay all applicable local, state, and federal taxes associated with payments made to Provider under this Agreement, and to

acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

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 Project.

4.2 Any sub-consultants 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).

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

5.4 The City is responsible for any damage or destruction of the Fields, including that caused by Force Majeure except to the extent identified herein.

5.5 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 Project as is ordinarily provided by a professional camp 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 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.

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.

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 G**. 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: Albert P. Childress
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

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

For The Provider: Cristina Rodriguez
President & Co-Founder
Mind&Melody

Address

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. **Nonassignability.**

- 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.

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.

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 Project.

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. Force Majeure

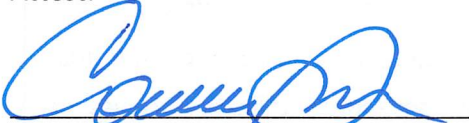
25.1 Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown 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.

25.2 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:




Connie Diaz, City Clerk

CITY OF DORAL

By: 

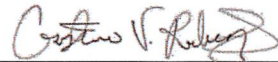
Albert P Childress, City Manager
Date: Aug 20, 2020

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: 

Its: President & Co-Founder
Date: 8/14/20

EXHIBIT A

SCOPE OF SERVICES

1.0 Provider's Responsibilities

- 1.0.1 The Provider will provide patrons of the City of Doral with excellent customer service and a positive experience. Patrons must be treated courteously and respectfully. The Provider shall be patient and polite when dealing with patrons regardless of the circumstances.
- 1.0.2 The Provider must submit a schedule of classes and fees at specified deadlines as set by the Parks & Recreation Director or his/her designee.
- 1.0.3 The City shall require all participants in the programs to sign a Waiver and Release of Liability, which will be completed at the time of registration prior to each session.
- 1.0.4 The locations and days/times of the programs will be determined at the City's discretion during contract negotiations. Any other use of additional facilities must be submitted via written request at least four (4) weeks in advance to be considered. There will be no guarantee the request will be accommodated.
- 1.0.5 The Provider may not subcontract any portion of the scope of services.
- 1.0.6 The Provider and its instructors must be trained in the program and have the appropriate experience requirements.
- 1.0.7 The Provider, instructors, volunteers or anyone else employed by the Provider represent the City of Doral Parks & Recreation Department and must act accordingly. If the Provider fails to do so, they may be subject to termination.
- 1.0.8 It will be the responsibility of the Provider to provide necessary instructors for all classes. The Provider shall also provide necessary personnel to ensure that the participants of the program obey all City of Doral Parks & Recreation rules and regulations.
- 1.0.9 The Provider shall be responsible for the conduct and safety of the students in all classes under their charge.
- 1.0.10 If the Provider will be providing Services directly with minor children without parental supervision, the Provider shall, prior to commencing Services under this Agreement, comply with state laws regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level I screening standards. The City will furnish the Provider with a background release form (**Exhibit "B"**) for all the provider's counselors, coaches, volunteers,

instructors, employees or any individual that will be in the presence of a child. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's employees or any individual who will come in contact with a child at the City through Provider or at Provider's direction, authorizing the City to conduct an inquiry. The result of the inquiry may be deemed acceptable by the City in its sole and complete discretion. The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with conducting background screenings. *If the Provider has recently had a background screening conducted by another agency (Ex: Department of Children & Families), the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* Provider and its employees must also execute a Waiver of Release and Liability (**Exhibit "C"**).

- 1.0.11 The Provider will be responsible for the promotion and advertising of their program. All signs, advertising materials, posters, or other such material must be approved by the Director of Parks and Recreation or his/her designee, prior to their release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2- Handbills.
- 1.0.12 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. Such action(s) may result in immediate termination of the agreement with the Provider and the forfeiture of all compensation due to the Provider.
- 1.0.13 The Provider and its employees shall abide by all City of Doral Parks & Recreation rules and regulations.
- 1.0.14 The Provider shall be responsible for notifying the City of Doral of any maintenance related concerns of the community center facility. The Provider will be responsible for the cost of any damage that is caused the Provider or their employees.
- 1.0.15 The Provider shall be responsible for picking up trash generated by use of the facilities during lessons. The Provider shall be responsible for facility inspection prior to use to ensure no safety issues are present, and if there is, take appropriate action to eliminate the risk of injury or danger to participants by notifying park staff immediately.
- 1.0.16 The Provider will be responsible for providing all necessary supplies that are needed as part of the program being organized. The City will not be responsible for purchasing any needed equipment for the program.
- 1.0.17 The following table shows the physical address and hours of operation of each facility:

Doral Legacy Park Community Center
11400 NW 82 Street Doral, FL 33178

Monday - Friday 7:00 AM - 9:00 PM
 Saturdays 8:00 AM - 5:00 PM
 Sundays 8:00 AM - 5:00 PM
 Designated Holidays CLOSED

Morgan Levy Park Community Center
5300 NW 102 Ave. Doral, FL 33178

Monday - Friday 8:00 AM - 9:00 PM
 Saturdays 8:00 AM - 5:00 PM
 Sundays CLOSED
 Designated Holidays CLOSED

Doral Meadow Park
11555 NW 58 Street Doral, FL 33178

Monday - Friday 8:00 AM - 10:00 PM
 Saturdays 8:00 AM - 5:00 PM
 Sundays 8:00 AM - 5:00 PM
 Designated Holidays CLOSED

Doral Glades Park Community Center
7600 NW 98 Place Doral, FL 33178

Monday - Friday	7:00 AM - 9:00 PM
Saturdays	8:00 AM - 5:00 PM
Sundays	8:00 AM - 5:00 PM
Designated Holidays	CLOSED

- 1.0.18 The City reserves the right to modify and change the hours of programming by the Provider to ensure it does not conflict with the operation of the facility or other City activities scheduled. **Provider understands and agrees that the City shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.**
- 1.0.19 The City reserves the right to add or remove any other public facility to conduct recreational programming. The programs and schedule will be determined at the discretion of the City.
- 1.0.20 The program may be further broken up into levels of difficulty, if applicable (i.e. beginner, intermediate, advanced). Provider may propose different categories as long as all age groups, levels, and services mentioned have been included in Exhibit D. The City reserves the right to request that the Provider offer additional services.
- 1.0.21 The program will be conducted according to the session/monthly schedule determined by the City. The City will communicate the session dates to the Provider. The sessions range from 6- 9 weeks depending on the season, set by the City.
- 1.0.22 The Provider may be able to participate in other city organized programs and events. Participation in these programs and events is solely at the city's discretion.
- 1.0.23 The Provider shall have the necessary capabilities to provide Virtual Programming to the community in the case that City facilities are closed for an extended period of time.
- 1.0.24 The Provider may not conduct any classes on City of Doral designated holidays.

- 1.0.25 The Provider will be required to take daily attendance of all classes. Attendance must be taken at the beginning of each class and attendance folder must be returned to the reception desk at the end of each day.
- 1.0.26 Any uniform or material fee the Provider requires must be approved by the City 60 days prior to the start of class registration.
- 1.0.27 The Provider agrees that it shall not discriminate against any person because of their race, color, religion, gender, national origin, physical ability or sexual orientation and agrees to abide by all Federal and State laws regarding nondiscrimination.
- 1.0.28 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to solicit 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.

2.0 City's Responsibilities

- 2.0.1 The City of Doral shall maintain the community center facility.
- 2.0.1 The City of Doral shall provide the instructor with an updated class roster prior to the start of each session.
- 2.0.1 The City of Doral shall notify the instructor with any schedule changes.
- 2.0.1 The City of Doral will assist with the promotion of the program by advertising through available City outlets.
- 2.0.1 The City will assist with facility set up for the program, if needed and requested by Provider.
- 2.0.1 The City reserves the right to schedule maintenance projects for facility preservation/restoration purposes. If such projects are scheduled and may interfere with the Provider's services, the City will notify the Provider with at least seven days' notice unless deemed an emergency due to unforeseen circumstances.
- 2.0.1 Provider will be subject to Program Quality Assessments by City.

3.0 Pricing

- 3.0.1 The session price will be determined by the number of class and weeks in the given session.

- 3.0.2 For the purposes of pricing, please base all pricing on an 8 week session on Exhibit D (Program Request Form). This will determine the Price. *Ex. \$8/ class—8 week session (class held 2 times each week)= Session Price: \$128*
- 3.0.3 The classes will be held one (1) time per week. This frequency may be adjusted in the future with the mutual agreement of the parties.
- 3.0.4 The City of Doral will pay provider \$150 per class for Senior classes. Payment from the City will be made at the conclusion of each session.
- 3.0.5 The fee for the Special Needs classes will be \$25 per class per child, with a minimum of 6 children enrolled in the program.

4.0 Registration & Payment

- 4.0.1 Program participants will register directly with Provider in connection to Special Needs Classes. The Provider will collect all registration fees from participants upon registering.
- 4.0.2 The City of Doral will handle the registration for Senior Classes. The City of Doral will collect any registration fees from participants upon registering. The City of Doral will pay provider \$150/class.
- 4.0.3 Non-Residents of Doral shall be charged **20% more** than residents of Doral. The entire balance of this surcharge for non-residents shall be paid to the City.
- 4.0.4 The City of Doral shall be entitled to 25% of the fees paid and the Provider shall be entitled to 75% of the fees paid for Special Needs Classes. The non-resident surcharge is fully payable to the City.
- 4.0.5 The City of Doral shall receive payment within 14 days after the end of each for Special Needs sessions in accordance with Section 3, Compensation and Payment of the Professional Services Agreement.
- 4.0.6 Provider shall receive payment for within 14 days after the end of each Seniors sessions in accordance with Section 3, Compensation and Payment of the Professional Services Agreement.
- 4.0.7 If the Provider would like to implement another procedure for registration & payments, it must be discussed with the City and is subject to City approval.

- 4.0.8 A minimum enrollment of six (6) participants per class is required in order for the Special Needs sessions to be provided. Maximum capacities may vary depending on facility. It is the Department's sole discretion to set, increase or decrease maximum capacities in writing if not specified within this Agreement.

5.0 Equipment & Materials

- 5.0.1 All materials and equipment needed or pertaining to the above stated program will be provided by the Provider at his/her own cost and expense. However, Provider may require students to obtain certain materials required in the program by providing a list of such materials (with approximate costs) to the participants. If Provider makes such materials available to participants, they must be sold at Provider's cost. All equipment provided by the Provider shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.
- 5.0.2 The sales or advertisement of merchandise is restricted to those materials utilized in and for the class. Fundraising activities conducted by the Provider must be approved by the City in advanced. The Provider shall obtain the City's approval of such merchandise prior to its distribution and advertisement or sale.
- 5.0.3 Storage for supplies or equipment is limited. The Provider must issue a request in writing for use of any storage space and the City must approve the request prior to the use of any storage areas.
- 5.0.4 Any supplies or equipment left at the facility will be the responsibility of the Provider. The City will not be responsible for any lost, stolen, or broken equipment or supplies.
- 5.0.5 The Provider shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each class commences that cannot be corrected immediately by the Department, the class shall be canceled and the matter reported to the Department for correction. If the Provider elects to hold his/her class in the facility provided, it will be presumed that the Provider has inspected the premises and facilities and equipment provided for such class and has accepted same as being safe and suitable for the use intended.

EXHIBIT "D"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Request for Proposal. All program fees are subject to military discounts of 25% per child (50% per sibling) off of the registration cost. Discount only applies to Doral residents and with proper military ID. This information will be used for consideration of program proposals. Use one form per program.

Name of Program: Mind&Melody Music Program for Adults and Seniors of ages 55+

Participant Ages: from 55 to 55+

Day(s) of the week program is offered: Monday's

Time of Program: from 11:00 to 12:00

Program Dates: from August to September

Total Program Fee: \$1200 Fee/class: \$150 (Refer to Sec-3.4.2 – Pricing)

Program Enrollment: Minimum 5 Maximum 25

Materials to be supplied by participants: None

Materials to be supplied by Provider: None

Materials to be supplied by the City: None

Additional Program Requirements: None

Point of Contact: Cristina Rodriguez

Address: 8905 SW 102nd Terrace

City/State/Zip Code: Miami, FL 33176

Phone Number: 305-582-1006 Fax: _____

E-mail: cristina@mindandmelody.org

Minimum Requirements:

1,000,000 General Liability Insurance

Letter(s) of Recommendation

Office Use Only:

Program Rate:\$_____ # of classes in Session: _____

Fee/Class: \$_____

Subsidy/Class: \$_____



EXHIBIT "D"

PROGRAM REQUEST FORM

*Individuals interested in proposing their programs and services must complete and return this form attached to the Request for Proposal. All program fees are subject to military discounts of 25% per child (50% per sibling) off of the registration cost. Discount only applies to Doral residents and with proper military ID. This information will be used for consideration of program proposals. **Use one form per program.***

Name of Program: Mind&Melody Music Program for Special Needs Youth

Participant Ages: from 6 to 21

Day(s) of the week program is offered: Friday's

Time of Program: from 11:30 to 12:30

Program Dates: from August to September

Total Program Fee: \$200 Fee/class: \$25 (Refer to Sec-3.4.2 – Pricing)

Program Enrollment: Minimum 6 Maximum 12

Materials to be supplied by participants: None

Materials to be supplied by Provider: _____

Materials to be supplied by the City: None

Additional Program Requirements: None

Point of Contact: Cristina Rodriguez

Address: 8905 SW 102nd Terrace

City/State/Zip Code: Miami, FL 33176

Phone Number: 305-582-1006 Fax: _____

E-mail: Cristina@mindandmelody.org

Minimum Requirements:

1,000,000 General Liability Insurance

Letter(s) of Recommendation

Office Use Only:

Program Rate:\$_____ # of classes in Session: _____

Fee/Class: \$_____

Subsidy/Class: \$_____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2020

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Mind & Melody, Inc. 12905 SW 132nd St #6 Miami FL 33186	INSURER A: Hiscox Insurance Company Inc NAIC # 10200	
	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 INSD	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:		Y	UDC-4112756-CGL-20	04/01/2020	04/01/2021	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 \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED 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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

CERTIFICATE HOLDER**CANCELLATION**

[Empty space for Certificate Holder Name]	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: 3/21/2019

EXPIRATION DATE: 3/20/2021

PERSON: CRISTINA V RODRIGUEZ

EMAIL: CRODR39@GMAIL.COM

FEIN: 472714159

BUSINESS NAME AND ADDRESS:

MIND&MELODY, INC.

8905 SW 102 TERRACE

MIAMI, FL 33176

SCOPE OF BUSINESS OR TRADE:

Theater NOC: Players,
Entertainers or Musicians

IMPORTANT: Pursuant to Chapter 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 Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 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.

RESOLUTION No. 19-278

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2019-34 "SENIORS AND SPECIAL NEEDS RECREATIONAL PROGRAMS" TO THE TOP RANKED FIRMS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH COLORMOTION ART STUDIO LLC., MIND & MELODY AND DOJO OF EXCEPTIONAL WELLNESS FOR THE PROVISION OF RECREATIONAL PROGRAMS FOR SENIORS AND SPECIAL NEEDS FOR AN INITIAL PERIOD OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO (2) ONE (1) YEAR PERIODS FOR A TOTAL OF FIVE (5) YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 13, 2019, the City advertised Request for Proposals # 2019-34 "Seniors and Special Needs Recreational Programs" for the provision of providing recreational programs for seniors and special needs populations; and

WHEREAS, eleven (11) firms attended the mandatory pre-bid meeting on September 25, 2019. Four (4) submittals were received and opened on October 10, 2019, with all firms meeting the required criteria set forth in the Request for Proposals; and

WHEREAS, On October 29, 2019, the evaluation committee scored and ranked the submittals based on a three-hundred point (300) scale.

WHEREAS, Staff respectfully requests City Council approval to authorize the City Manager to negotiate and enter into agreements with Colormotion Art Studio LLC., Mind & Melody, and DOJO of Exceptional Wellness to provide recreational programs for seniors and special needs populations for an initial period of three (3) years with the option to renew for two (2) one (1) years for a total of five (5) years. All providers will be responsible for accepting registrations and paying the City the agreed upon revenue percentage of twenty-

thirty (20%-30%) percent which will be deposited into account 001.0019000.347405 (Recreation- Community Center).

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 a part hereof by this reference.

Section 2. Approval & Authorization. The City Council hereby approves the award of RFP # 2019-34 to the top ranked firms and authorizes the City Manager to negotiate and enter into agreements with Colormotion Art Studio LLC., Mind & Melody, and DOJO of Exceptional Wellness to provide recreational programs for seniors and special needs populations for an initial period of three (3) years with the option to renew for two (2) one (1) years for a total of five (5) years. All providers will be responsible for accepting registrations and paying the City the agreed upon revenue percentage of twenty-thirty (20%-30%) percent which will be deposited into account 001.0019000.347405 (Recreation-Community Center). The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interest of the City. This Authorization does not create or confer any rights to Colormotion Art Studio LLC, Mind & Melody and DOJO of Exceptional Wellness.


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 Cabrera who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Not Present at Time of Vote
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 19 day of November, 2019.




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