



Albert Childress
City Manager

August 21, 2020

Gabriela Cappanera
Owner
10709 NW 81st Lane
Doral, FL 33178

Ref: Contract Renewal – Doral Field Hockey Club

Dear Ms. Cappanera:

The City of Doral is exercising its option to renew your agreement for the provision of offering Field Hockey Programming for a period of one year through September 2021. This contract renewal will be under the same terms and conditions as the original contract.

The city wishes to thank you for your continued services. It is fully recognized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral community.

Please kindly acknowledge receipt of this notice by signing in the corresponding area below and returning an original copy to my office at your earliest possible convenience.

Sincerely,

Albert Childress
City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind Doral Field Hockey, hereby execute this notice as of the date below.

Gabriela Cappanera, Owner

08/31/2020

Date



Memorandum

Date: August 21, 2020

To: Erin Weislow, Parks & Recreation Director *EW*

From: Chris Hovde, Programs Coordinator *CH*

Subject: Contract Renewal – Doral Field Hockey

Doral Field Hockey provides field hockey programming at Doral Meadow Park.

Doral Field Hockey has provided excellent instructional classes and communicates well to participants as well as our staff. They have a passion for providing excellent programming to the youth in our community. Doral Field Hockey has continued to grow in registration numbers while also maintaining excellent survey results and abides by the rules and regulations of Doral Parks. Doral Field Hockey has timely payments with accurate reporting. The partnership is beneficial for all parties involved, specifically for the youth in our community.

During the pandemic Doral Field Hockey has continued to provide virtual skills to their participants to keep them engaged while our parks were closed, and sports was restricted. They are currently scheduled to resume in-person training in the fall of 2020 while following Miami-Dade County and CDC guidelines.

It is my recommendation that the City extend its contract with Doral Field Hockey for the second of two (2) one (1) year renewals of the existing agreement (attached), with the new agreement ending September 30, 2021.

Attachments

Professional Services Agreement
Resolution No. 16-182



October 26, 2016

Edward A. Rojas
City Manager

Gabriela Cappanera
Owner
10709 NW 81 Lane
Doral, FL 33178

Ref: Contract Extension – Doral Field Hockey Club

Dear Ms. Cappanera:

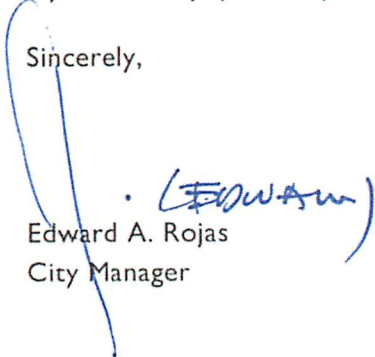
As per Resolution No. 16-182, the City of Doral would like to extend your agreement for a period of three years through September of 2019. The City reserves the right to renew the contract for two additional one year renewals at the conclusion of this extension. This contract extension will be under all the same terms and prices as the original contract.

If you choose to accept this agreement, kindly sign and return this letter at your earliest convenience.

The City wishes to thank you for the services you have provided. It is fully recognized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral community.

If you have any question please do not hesitate to contact me.

Sincerely,


Edward A. Rojas
City Manager

DAE

Foregoing terms read, understood and agreed upon by:

Doral Field Hockey Club

Date:



Gabriela Cappanera
Owner

10/27/16

RESOLUTION No. 16-182

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-321, WAIVING THE COMPETITIVE PROCUREMENT PROCESS, IN FAVOR OF DORAL FIELD HOCKEY CLUB, INC. AS A SOLE SOURCE PROVIDER OF FIELD HOCKEY PROGRAMMING AT DORAL MEADOW PARK; AUTHORIZING THE CITY MANAGER TO EXTEND THE CURRENT AGREEMENT WITH DORAL FIELD HOCKEY CLUB, INC. FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION OF TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS FOR A TOTAL OF FIVE (5) YEARS UNDER THE SAME TERMS AND CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Doral Field Hockey, Inc. has been providing field hockey programming at Doral Meadow Park since 2009; and

WHEREAS, research conducted by City Staff indicates Doral Field Hockey, Inc. is the sole source of field hockey programming on both a recreational and competitive basis in Miami-Dade County while also offering affordable programming without having increased their costs in five years; and

WHEREAS, in surveys conducted by City Staff, over 95% of program participants rated Doral Field Hockey, Inc.'s services at "above average" or "excellent"; and

WHEREAS, Staff has recommended that the City Council waive extend the current agreement with Doral Field Hockey Club, Inc. for a period of three (3) years with the option of two (2) additional one (1) year renewals for a total of five (5) years under the same terms and conditions; and

WHEREAS, pursuant to Sec. 2-321 of the City Code, the City Manager has recommended the City Council waive the competitive bid process and extend the agreement with Doral Field Hockey Club, Inc. because it is in the City's best interest to

do so to obtain services which cannot be acquired through the normal purchasing process due to the sole source nature of the services or other factors.

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. Waiver; Authorization. Pursuant to Sec. 2-321 of the City Code, upon the recommendation of the City Manager, the competitive bid process is waived in favor of Doral Field Hockey Club, Inc. and the City Manager is authorized to extend the current agreement with Doral Field Hockey Club, Inc. for a period of three (3) years with the option of two (2) additional one (1) year renewals for a total of five (5) years under the same terms and conditions.

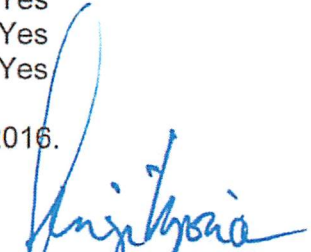
Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

PASSED AND ADOPTED this 14 day of September, 2016.




LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND THE
DORAL FIELD HOCKEY CLUB, LLC
FOR
FIELD HOCKEY CLASSES**

THIS AGREEMENT is made between the **DORAL FIELD HOCKEY CLUB, LLC**, 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 Field Hockey Classes (the "Services"); 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 the Services to the City as set forth in the Scope of Services as specified in Exhibit "A," attached to this Agreement and incorporated herein by this reference.

2. Term/Commencement Date.

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2015, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this Agreement for one (1) additional one (1) year period once the initial term of this agreement has expired. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Provider.

2.2 Provider agrees that time is of the essence and Provider shall complete the Services within the timeframes set forth in the Scope of Services, unless extended by the City Manager.

3. Compensation and Payment.

3.1 The City 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 classes, programs, and

activities, described herein, the City shall be entitled to 20% of the fees paid by participants and the Provider shall be entitled to the remaining 80% 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 Provider will collect all fees from the participants. The Provider shall pay twenty percent (20%) of the gross income after each month to the City in the form of a check made payable to: *The City of Doral*. Payment to the City must be made within fourteen (14) calendar days after the end of each month. Payments which are made after fourteen (14) calendar days are considered late. The City shall assess a 10% late fee on payments not received within fourteen (14) days after the end of each month. The Provider may also be assessed an additional 10% late fee on payments not received within thirty (30) days after the end of each month.

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).

It is the responsibility of the Provider to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

4. **Subprovider.**

- 4.1 The Provider shall be responsible for all payments to any subprovider and shall maintain responsibility for all work related to the Services.
- 4.2 Any subprovider used must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the Services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform Services as may be requested in writing by the Provider (if applicable).

6. Provider's Responsibilities.

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional field hockey class provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. Conflict of Interest.

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities 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 Services.

8.3 In the event of termination by the City, the Provider shall be paid for all Services provided through the date of termination, subject to Provider first complying 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 Services 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: Joe Carollo, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: John Herin, Jr., Esq
City Attorney
GrayRobinson, P.A.
401 E. Las Olas Blvd., Suite 1850
Ft. Lauderdale, Florida 33301

For The Provider: Gabriella Quinn, Owner
Doral Field Hockey
10709 NW 81st Lane
Doral, FL 33178

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, or the Southern District of 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, or members of the public to any Records pertaining to Services 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 Services.

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**

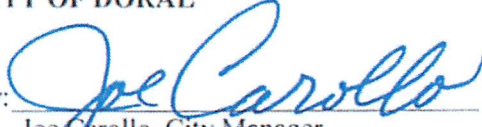
24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

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.

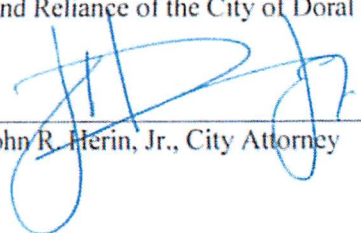
Attest:


Barbara Herrera, City Clerk

CITY OF DORAL

By: 
Joe Carollo, City Manager
Date: 11/20/13

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


John R. Herin, Jr., City Attorney

PROVIDER

By: Gabriela Cappanero Owner GE.
Its: Owner
Date: 10-31-2013

EXHIBIT "A"

ARTICLE 1.0 SCOPE OF SERVICES

1.1 The Provider's services shall be performed on the days and hours set forth on the Letter of Interest and the Program Request Form submitted for such services, such form set forth as Exhibit E hereto.

1.2 The Provider and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "Department", will agree upon class schedules. *Provider agrees to submit a Program Request Form to the Department for each class being proposed not less than eight (8) weeks prior to the beginning of each session.* All such forms shall be deemed to form a part of this Agreement. Classes and other programs should be at least fifty (50) minutes in length to allow for setup time for back to back classes.

1.3 Provider must meet minimum student enrollment (5 participants) based upon the type of program as described below in Article 3.0 titled "Activity Classifications and Class Size Minimums". The City will provide the classroom or field space with a maximum of twenty-five (25) participants per class. *The Provider agrees to take daily attendance of all students registered for the class.*

1.4 The fee charged to each participant will be described as in the Program Request Form for such class for residents of Doral and 20% more for non-residents of Doral. The entire balance of this surcharge for non-residents shall be paid to the City. Provider may not charge more than the approved rate listed on Exhibit "E".

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

1.11 All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department.

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.

1.14 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.

1.15 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.

1.16 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 the City's policy regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level II screening. The City will furnish the Provider with a background release form (Exhibit "C") for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will come in contact with a child at the Provider's sole expense. 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. *If the Provider has recently had a background screening conducted by another agency, 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 "D").

1.17 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 "D"

ARTICLE 2.0

Equipment & Materials

2.1 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.

2.2 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.

2.3 The City will provide no storage space to the Provider, unless written request is provided by the Provider and approved by the City.

2.4 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.

2.5 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.

ARTICLE 3.0

Activity Classifications and Class Size Minimums:

3.1 **ACTIVE:** Active classes will include high-risk activities such as martial arts, boxing, athletic activities, and aerobics. Class size shall be a minimum of five (5) students per class, seventy-five percent (75%) of which must be Doral residents.

3.2 **SEMI-ACTIVE:** Semi-Active classes will include moderate risk activities such as dance, ballet, baton, yoga, thai-chi, and gymnastics. Class size shall be a minimum of five (5) students per class, seventy-five percent (75%) of which must be Doral residents.

3.3 **PASSIVE:** Passive classes will include low risk activities such as homeowners' associations, instructional classes for arts and crafts, sewing and card clubs. Class size shall be a minimum of five (5) students per class or club, seventy-five percent (75%) of which must be Doral residents.

ARTICLE 4.0

American Disabilities Act

4.1 Provider shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the American Disabilities Act ("ADA") in the course of providing any services funded in whole or in part by the City, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

4.2 Provider's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 5.0

Miscellaneous

5.1 No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

5.2 This Agreement is non-transferable or assignable, and Provider agrees not to transfer or assign the performance of services called for in the Agreement.

5.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

EXHIBIT "B"

INSURANCE REQUIREMENTS

AGREEMENTS FOR OUTSIDE PROVIDERS

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
Personal Injury & Adv. Injury	\$1,000,000
Products & Comp. Ops (If Applicable)	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Contingent Liability
Premises and Operations Liability

II. Workers Compensation (If Applicable)

Statutory- State of Florida

Employer's Liability

A. Limits of Liability

\$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	

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.



EXHIBIT "C"

Parks and Recreation
BACKGROUND CHECK RELEASE FORM

VOLUNTEER CONTRACTUAL EMPLOYEE

BY SIGNING THIS FORM, I AUTHORIZE THE CITY OF DORAL TO CONDUCT A CRIMINAL BACKGROUND CHECK UNDER THE CITY OF DORAL'S VOLUNTEER/EMPLOYMENT POLICY. I UNDERSTAND THAT SOUTHEASTERN SECURITY CONSULTANTS, INC., HAS BEEN SOLICITED BY THE CITY OF DORAL TO CONDUCT CRIMINAL BACKGROUND CHECKS FOR ALL CITY EMPLOYEES/VOLUNTEERS.

I ALSO UNDERSTAND THAT THE RESULT OF THE BACKGROUND CHECK WILL BE CONSIDERED, ALONG WITH ALL OTHER INFORMATION SUBMITTED, IN MAKING A DECISION REGARDING MY SUITABILITY AS AN EMPLOYEE/VOLUNTEER FOR THE CITY OF DORAL.

NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBER

Please be advised that, consistent with Section 119.071(5), Florida Statutes, the City of Doral collects social security numbers on its employment and volunteer applications. The purpose and need for the collection of social security numbers is to conduct a criminal background and credit history check, if applicable, on the candidate applying as an employee or volunteer. The social security numbers collected by the City of Doral will not be used for any purpose other than to conduct a criminal background and credit history check. The City of Doral will not release the social security number to any individual or agency unless required by court order or state law.

CURRENT PERSONAL DATA

NAME _____

SOCIAL SECURITY NUMBER _____ DATE OF BIRTH _____

PRESENT ADDRESS _____

CITY _____ STATE _____ ZIP _____

I HEREBY CONSENT TO A CRIMINAL BACKGROUND CHECK AND RELEASE THE CITY OF DORAL, ITS AFFILIATES, ASSOCIATES, AND ANYONE ACTING ON THEIR BEHALF FROM ANY AND ALL CLAIMS OR LIABILITIES OF ANY NATURE ARISING FROM OR RELATED TO THE PREPARATION OF THE INFORMATION CONTAINED IN THE CRIMINAL BACKGROUND REPORT AND THE DISCLOSURE OF SUCH INFORMATION FOR EMPLOYMENT/VOLUNTEER PURPOSES.

SIGNATURE

DATE

Office Use Only: The above applicant's information is to be used to conduct the following background screening:

- Criminal background records/information
- National Sex Offender Registry check
- Credit History Check

Signature of person making this request _____ Title _____

EXHIBIT "D"

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 &

J.C. Bermudez, Park 3000 NW 87th Avenue.

(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 from 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.

Name of Parent/Guardian: _____

Date: _____

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

EXHIBIT "E"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. Use one form per program.

Name of Program: Doral Field Hockey

Participant Ages: 4-19

Day/s of the week program is offered: Twice a week and some weekends

Time of Program: 4:30 to 9:00

Program Dates: Tuesdays to Fridays (Some Sat/Sundays)

Program Fee: Reg \$73 Monthly \$68

Program Enrollment: Minimum 5 Maximum 25

Materials to be supplied by participants: sticks, mouth piece,
skion guards

Materials to be supplied by Instructor: sticks, goals, balls, cones,
goalie equipment

Materials to be supplied by the City of Doral: None

Additional Program Requirements: None

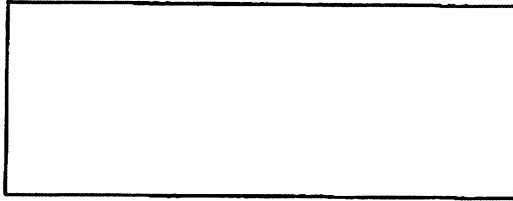
Instructor ('s) Name: Gabriela Cappanere QUINN

Address: 10709 NW 81st Lane

City/State/Zip Code: Doral, FL 33178

Phone Number: (Day) 786 286 9459 (Evening) Same

(E-mail): doralfieldhockey@gmail.com (Fax) —



**Starts
in Parks™**

Office Use Only:

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

Fee/Class: \$ _____

Subsidy/Class: \$ _____

New Fee/Class: \$ _____

New Program Rate: \$ _____

*Notes: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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 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 FRANCIS L. DEAN & ASSOCIATES OF FLORIDA, LLC. 6027 SW 54TH ST STE 200 OCALA, FL 34474-6547 www.fdeanfl.com (877) 671-3326	CONTACT NAME: PHONE (A/C, No, Ext): (877) 671-3326 FAX (A/C, No): (352) 854-6380 E-MAIL ADDRESS: info@fdean.com														
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Doral Field Hockey Club, LLC dba Doral Field Hockey 10709 NW 81st Lane Doral, FL 33178	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: United States Fire Insurance</td> <td>21113</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United States Fire Insurance	21113	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: USP132292

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SRPGP-101-0413	10/22/2013 12:01 AM	10/22/2014 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X				PRODUCTS - COMPOP AGG	\$2,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						EACH OCCURRENCE	\$1,000,000.00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$5,000.00
							COMBINED SINGLE LIMIT (Ea accident)	\$
	BODILY INJURY (Per person)			\$				
	AUTOMOBILE LIABILITY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> ANY AUTO						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS							
	<input type="checkbox"/> HIRED AUTO							
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							
	<input type="checkbox"/> CLAIMS MADE							
	DED RETENTION \$							
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.
 Youth Field Hockey

CERTIFICATE HOLDER City of Doral 8401 NW 53 Terrace Doral, FL 33166	CANCELLATION 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 <div style="text-align: right; font-family: cursive; font-size: 1.2em;">Francis L. Dean</div>
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ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
10/31/2013

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPGP-101-0413/USP132292		EFFECTIVE DATE 10/22/2013 12:01 AM	NAMED INSURED(S) Doral Field Hockey Club, LLC dba Doral Field Hockey	

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data)

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: _____ EVIDENCE: _____ CERTIFICATE _____ POLICY _____ SEND BILL _____ City of Doral 8401 NW 53 Terrace Doral, FL 33166	INTEREST IN ITEM NUMBER LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION: _____
	REFERENCE / LOAN #: _____ INTEREST END DATE: _____ LIEN AMOUNT: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	REASON FOR INTEREST: _____

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: _____ EVIDENCE: _____ CERTIFICATE _____ POLICY _____ SEND BILL _____	INTEREST IN ITEM NUMBER LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION: _____
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INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: _____ EVIDENCE: _____ CERTIFICATE _____ POLICY _____ SEND BILL _____	INTEREST IN ITEM NUMBER LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION: _____
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INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS RANK: _____ EVIDENCE: _____ CERTIFICATE _____ POLICY _____ SEND BILL _____	INTEREST IN ITEM NUMBER LOCATION: _____ BUILDING: _____ VEHICLE: _____ BOAT: _____ AIRPORT: _____ AIRCRAFT: _____ ITEM CLASS: _____ ITEM: _____ ITEM DESCRIPTION: _____
	REFERENCE / LOAN #: _____ INTEREST END DATE: _____ LIEN AMOUNT: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	REASON FOR INTEREST: _____

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

RESOLUTION No. 13-82

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA WAIVING THE COMPETITIVE PROCUREMENT PROCESS, PURSUANT TO SECTION 2-321 OF THE CITY CODE, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH DORAL FIELD HOCKEY CLUB, LLC FOR THE PROVISION OF FIELD HOCKEY PROGRAMMING AT DORAL MEADOW PARK FOR A PERIOD OF TWO (2) YEARS WITH THE OPTION OF ONE (1) ADDITIONAL ONE (1) YEAR RENEWAL; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY WITH RESPECT TO THE AGREEMENT APPROVED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral has been providing field hockey programming at Doral Meadow Park since 2006; and

WHEREAS, Staff has never previously received any inquiries from other contractors to manage field hockey programming at City parks; and

WHEREAS, Doral Field Hockey Club, LLC is offering a unique programming opportunity to Doral residents, representing the City in local and state tournaments; and

WHEREAS, pursuant to Sec. 2-321, Staff respectfully requests that the City Council waive the competitive procurement process and authorize the City Manager to negotiate and enter into an agreement with Doral Field Hockey Club, LLC for a period of two (2) years with the option of one (1) additional one (1) year renewals.

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

Section 1. The City Council hereby waives the competitive procurement process and authorizes the City Manager to negotiate and enter into an agreement with Doral Field Hockey Club, LLC for a period of two (2) year with the option of one (1) additional one (1) year renewals.

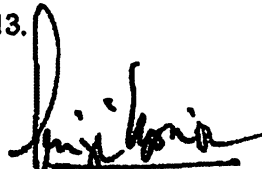
Section 2. The City Council further authorizes the City Manager to expend budgeted funds on behalf of the City with respect to the agreement approved herein.

Section 3. This Resolution shall take effect immediately upon adoption.

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

Mayor Luigi Boria	Yes
Vice Mayor Bettina Rodriguez-Aguilera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 21st day of August, 2013.



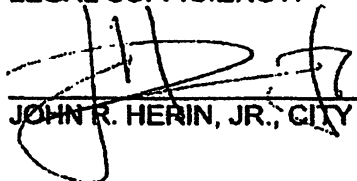
LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JOHN R. HERIN, JR., CITY ATTORNEY