

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
SIMAN ORCHESTRAL FOUNDATION
FOR
INSTRUCTIONAL ORCHESTRA CLASSES**

THIS AGREEMENT is made between **SIMAN ORCHESTRAL FOUNDATION**, 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 Instructional Orchestra Program (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, attached hereto as **Exhibit "A"**, which is incorporated herein and made a part hereof by this reference.
 - 1.2 The "Scope of Services" includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.
2. **Term/Commencement Date.**
 - 2.1 The term of this agreement shall become effective upon execution by both parties and shall remain in effect through 3 (3) years after the execution date, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this agreement for two (2) additional one (1) year terms.
 - 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.
3. **Compensation and Payment.**
 - 3.1 The Provider shall be compensated in the following manner:

In consideration of and in connection with the classes, programs, and activities, described herein, the Provider shall be paid 70% of each registration fee paid by a participant exclusive of the non-resident surcharge which will be retained by the City and shall not be included in the monthly gross income calculation.

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 season. Failure to make timely payment to the City is a breach of this Agreement which may be cured by the Provider paying a \$750 late fee on payments not received within fourteen (14) days after the end of each season and an additional \$750 late fee on payments not received within thirty (30) days after the end of each season.

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. **Sub-providers.**

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

5. **City's Responsibilities.**

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

- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.3 The City will approve any rates, or the manner for setting such rates charged by the Provider.
- 5.4 The City will approve the operating budget for services performed under this Agreement.

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service as is ordinarily provided by a Recreation Program management provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Service, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Service, upon written notification from the City Manager, the Provider shall at Provider's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Submit an operating budget for the service that provides for registration fees equal to the costs of operating the service.
- 6.3 The Provider will be responsible for their own storage space and equipment.

7. **Termination.**

- 7.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.
- 7.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 7.3 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.

7.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8. Insurance.

8.1 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.

8.2 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.

9. Nondiscrimination.

9.1 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

10. Attorneys' Fees and Waiver of Jury Trial.

10.1 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.

For The Provider: Susan Siman
Owner/ Director
2670 NW 84 AVE
Apartment 312
Miami, FL 33122

13. **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.

14. **Entire Agreement/Modification/Amendment.**

14.1 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.

14.2 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.

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

15.1 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.

15.2 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.

15.3 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.

16. **Non-assignability.**

16.1 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.

17. **Severability.**

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

18. **Independent Contractor.**

18.1 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.

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

19. **Compliance with Laws.**

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

20. **Waiver**

20.1 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.

21. **Survival of Provisions**

21.1 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.

22. **Prohibition of Contingency Fees.**

22.1 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.

23. **Counterparts**

23.1 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.

24. **Removal of Unsatisfactory Personnel**

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

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.

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


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

Attest:

CITY OF DORAL




Connie Diaz, City Clerk

By: _____


Hernan M. Organvidez, City Manager
Date: _____
9/23/2022

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: Susan Simán
Its: Owner
Date: Sep. 20 2022

Exhibit "A"

Scope of Services

1. Section 1 - Provider Responsibilities

- 1.1 The Provider will provide patrons of the City of Doral with excellent customer service and positive experience. Patrons must be treated courteously and respectfully. The Provider shall be patient and polite when dealing with patrons regardless of the circumstances.
- 1.2 The Provider must submit a schedule of classes and fees at specified deadlines as set by the Parks & Recreation Director or his/her designee.
- 1.3 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.
- 1.4 The locations and days/times of the proposed 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.
- 1.5 The Provider may not subcontract any portion of the scope of services.
- 1.6 The Provider and its instructors must be trained in the proposed program and have the appropriate experience requirements.
- 1.7 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.
- 1.8 It will be the responsibility of the Provider to provide necessary instructors for all classes and programs. 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.
- 1.9 The Provider shall be responsible for the conduct and safety of the students in all classes under their charge.
- 1.10 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 "C"**) 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"**).

- 1.11 Upon passing the required background screening the City will provide the instructor with a photo ID which must be worn at all times while on City property during programming.
- 1.12 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.
- 1.13 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, programs, or any other activities that are outside the scope of service described in this Request for Proposal (RFP). Such action(s) may result in immediate termination of the agreement with the Provider and the forfeiture of all compensation due to the Provider.
- 1.14 The Provider and its employees shall abide by all City of Doral Parks & Recreation rules and regulations.
- 1.15 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 by the Provider or their employees.

- 1.16 The Provider shall be responsible for picking up trash generated by use of the facilities during the program. 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.
- 1.17 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.
- 1.18 The following table shows the physical address and hours of operation of each facility. Facility hours of operation are subject to change.
- 1.19 The City reserves the right to modify and change the hours of programming that is proposed 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 priority for use of said facilities, notwithstanding any other provisions of this Agreement.**
- 1.20 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.
- 1.21 The proposed 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.
- 1.22 The proposed 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.
- 1.23 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.
- 1.24 The Provider may not conduct any classes on City of Doral designated holidays.

- 1.25 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.
- 1.26 Any uniform or material fee the Provider requires must be approved by the City 60 days prior to the start of class registration.
- 1.27 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.
- 1.28 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. City's Responsibilities

- 2.1 The City of Doral shall maintain the community center facility.
- 2.2 The City of Doral shall provide the instructor with an updated class roster prior to the start of each session.
- 2.3 The City of Doral shall notify the instructor with any schedule changes.
- 2.4 The City of Doral will assist with the promotion of the program by advertising through available City outlets.
- 2.5 The City will assist with facility set up for the program, if needed and requested by Provider.
- 2.6 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.

2.7 Provider will be subject to Program Quality Assessments by City (Exhibit "E").

3. Pricing

3.1 The program price will be determined by the number of days and weeks in the given session and listed in **Exhibit "D"**.

3.2 The program schedule will be subject to the discretion of the city.

4. Registration & Payment

4.1 Program participants will register with the Provider. The Provider will collect all registration fees from participants upon registering along with Waiver and Release of Liability forms (**Exhibit "F"**).

4.2 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.

4.3 The City of Doral shall be entitled to 30% of the fees paid and the Provider shall be entitled to 70% of the fees paid. The 20% non-resident surcharge is fully payable to the City.

4.4 Provider shall submit payment within 14 days after the end of each session.

4.5 Provider must meet a minimum student enrollment of five (5) participants per class, seventy-five percent (75%) of which must be Doral residents. 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.

4.6 Provider will be subject to Quarterly Program Evaluations (**Exhibit "E"**).

4. EQUIPMENT & MATERIAL

4.1 The sales or advertisement of merchandise is restricted to those materials utilized in and for the program. 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.

- 4.2 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.
- 4.3 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.
- 4.4 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 "B"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$1,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured
Primary Insurance Clause Endorsement
Waiver of Subrogation in favor of City
Sexual Abuse and Molestation
Premises and Operations Liability

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	\$300,000
Any Auto/Owned Autos or Scheduled Autos	
Including Hired and Non-Owned Autos	
Any One Accident	

Coverage / Endorsement Required

Employees are covered as insureds
City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits (If Applicable):

\$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

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

V. Accident Medical/Participant Legal Liability (If Applicable) \$25,000
Limit/Excess

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder:

**City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166**

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida and must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.



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.

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"**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: Siman Orchestral FoundationParticipant Ages: from 02 to 18Day(s) of the week program is offered: Monday - Tuesday - Wednesday - ThursdayTime of Program: from 6:30 to 8:30Program Dates: from August to JulyProgram Fee: \$ 75 MonthlyProgram Enrollment: Minimum 13 Maximum 40Materials to be supplied by participants: NoneMaterials to be supplied by Provider: Instrument, Music sheet
Music standsMaterials to be supplied by the City: Chairs, Microphones
Screen for video, Projectors, spaceAdditional Program Requirements: NonePoint of Contact: Alfonsina ParilliAddress: 2670 NW 84 Av Apto 312City/State/Zip Code: Doral FL, 33122Phone Number: 786-239 6576 Fax: _____E-mail: admiSimanusa@gmail.com



EXHIBIT "E" - Program Provider Quarterly Assessment

Provider _____
 Date _____
 Session _____

Program Assessment Portion

Criteria:

Registrants - Capacity and residents	
5 points	<80% and <80% Res
4 points	<70% and <70% Res
3 points	<60% and <60% Res
2 points	<50% and <50% Res
1 point	>50% or >50% Res

Quarterly Survey	
15 points	90% Satisfied
12 points	85% Satisfied
9 points	80% Satisfied
6 points	75% Satisfied
0 points	70% or less Satisfied

Scores:

Total Capacity Allowed _____

	Registered	% of Cap	% Resident	Points
1st Month				
2nd Month				
3rd Month				

Satisfaction Survey	
% Satisfied	
Points	

1st Monthly points _____
 2nd Monthly points _____
 3rd Monthly points _____
 Quarterly Survey _____
 Total Points for Program Assessment Portion _____

Notes:

City:

Provider:

Provider Assessment Portion

Criteria:

Full payment and correct reports	
5 points	14th of month
3 points	End of month
1 point	Next month

Spot Checks - Badges, Conduct, Time	
5 points	no issues
4 points	1 issue
3 points	2 issues
2 points	2 issue
1 point	3 issues or more

Scores:

	Date rec.	points
1st Month		
2nd Month		
3rd Month		

	Offenses	points
1st Month		
2nd Month		
3rd Month		

Notation of Issues _____

Standings

Criteria:

Standing for Each
Assessment

points	standing
27-30	Excellent
24-26	Good
0-23	Poor

Points received for Program Assessment	
Standing achieved for Program Assessment	

Points received for Provider Assessment	
Standing achieved for Provider Assessment	

Coordinator Signature _____
 Provider Signature _____

EXHIBIT "F"

CITY OF DORAL

WAIVER AND RELEASE OF LIABILITY/MEDICAL TREATMENT CONSENT

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

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

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

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

I, on behalf of myself or my child/ward named in the Registration Form, do hereby knowingly, freely, and voluntarily assume all liability for any damage or injury which may occur as a result of me or my child/ward's participation in such activity and will indemnify and hold harmless 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.

Participant Name: _____	
Name of Parent/Guardian: _____	Date: _____
Signature (Parent/Guardian if participant is a Minor): _____	

RESOLUTION No. 22-66

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2022-06 "RECREATIONAL PROGRAMMING" TO THE TOP RANKED FIRMS FOR RECREATIONAL PROGRAMMING; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH CRISTI'S DANCE STUDIO, ALMAR GEMIGNANI CORP, SIMAN ORCHESTRAL FOUNDATION, STRATOS KEY GROUP INC. AND ARTESDORA FOR THE PROVISION OF PROVIDING RECREATIONAL PROGRAMMING FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Request for Proposals ("RFP") # 2022-06 "Recreational Programming" on February 24, 2022 for the provision of providing Recreational Programming Services; and

WHEREAS, nine people, representing eight (8) firms attended the mandatory pre-bid meeting which was held on March 8, 2022. Seven (7) proposal submittals were received on March 25, 2022 with five (5) submittals meeting the required criteria; and

WHEREAS, an evaluation meeting for phase I was held on April 1, 2022 where submittals received were scored. The committee determined that based on a Three Hundred (300) Total Point System the firms ranked as follows:

- | | |
|--------------------------------|--------------|
| 1. Cristi's Dance Studio | 289 |
| 2. Almar Gemignani Corp | 267 |
| 3. Siman Orchestral Foundation | 261 |
| 4. Stratos Key Group Inc | 260 |
| 5. ArtesDora | 259 |
| 6. Alejandro Cortes | Disqualified |
| 7. American Laboratory Theatre | Disqualified |

WHEREAS, The City Manager's office respectfully requests approval from Mayor and Members of the City Council to award RFP# 2022-06 "Recreational Programming" to the top Five (5) ranked firms for Recreational Programming and authorize the City Manager to negotiate and enter into an agreement with Cristi's Dance Studio, Almar Gemignani Corp, Siman Orchestral Foundation, Stratos Key Group Inc, and ArtesDora for the provision of providing Recreational Programming Services for the City of Doral Parks & Recreation Department for a period of three (3) years with two (2) one (1) year renewals. All five providers being awarded are current providers in our community centers with a strong following and positive feedback from the community; and;

WHEREAS, the City and the provider will split the revenue generated from the program's registration on a 75%-70% / 25%-30% split (75%-70% Provider / 25%-30% City) with either the provider or the City handling all registrations. The revenue split will be paid by the provider to the City and deposited into GL account 001.9000.347405 (Recreation-Community Center). Senior programming will be paid on an hourly/per class rate, instead of a revenue share. Any program expenses will be paid from account 001.90005.500340 (Contractual Services) and will not exceed budgeted funds;

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval & Authorization. The Mayor and City Council-members hereby approve the award of Request for Proposals #2022-24 to the Five (5) top ranked firms for Recreational Programming Services and authorize the City Manager to enter into

an agreement with Cristi's Dance Studio, Almar Gemignani Corp, Siman Orchestral Foundation, Stratos Key Group Inc, and ArtesDora for the provision of providing Recreational Programming Services for the City of Doral Parks & Recreation Department for a period of three (3) years with two (2) one (1) year renewals on a revenue share 75%-70% / 25%-30% split (75%-70% Provider / 25%-30% City). Senior programming will be paid on an hourly/per class rate, instead of a revenue share. Any program expenses will be paid from account 001.90005.500340 (Contractual Services) and will not exceed budgeted funds. 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.

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

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

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Not Present at time of Vote
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 11 day of May, 2022.

ATTEST:




CONNIE DIAZ, MMC
CITY CLERK



JUAN CARLOS BERMUDEZ, MAYOR

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



LUIS FIGUEREDO, ESQ
CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Next Insurance US Company 16285 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED SIMAN ORCHESTRA FOUNDATION 5300 NW 102nd Ave Doral, FL 33178		

COVERAGES **CERTIFICATE NUMBER:** 163977392 **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 SUBR INSD 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:	X	NXTD3CQTPX-00-GL	03/01/2022	03/01/2023	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		NXTD3CQTPX-00-GL	03/01/2022	03/01/2023	Each Occurrence: \$1,000,000.00 Aggregate: \$1,000,000.00

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

The Certificate Holder is CITY OF DORAL. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions. The General Liability policy includes Abuse and Molestation coverage with a per person limit and aggregate limit of \$100,000 per the NXUS-GL-2036 endorsement, subject to policy terms and conditions.

CERTIFICATE HOLDER CITY OF DORAL 8401 NW 53rd Ter Miami, FL 33166	LIVE CERTIFICATE Click or scan to view	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
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Vehicle Information					
Veh #	Year	Make	Description	VIN	Body Type
1	2019	TOYOTA	YARIS L	3MYDLBYV5KY505904	201

Additional Vehicle Information								
Veh #	Stated Amount	Use Class	Personal Use	G.V.W.	Max Radius	BK UP SEN	Territory	Garaging Zip
1	\$15000	C	Both	6000	50	No	0450	33122

Vehicle Loss Payee/Additional Insured/Additional Interest Information							
Veh #	Name	Type	Address	City	State	Zip	

Custom Parts and Equipment				
Note: Permanently attached special equipment and its current value must be listed to be covered in stated amount.				
Veh #	Permanently Attached Special Equipment (Welders, Winches, Booms, Drill Rigs, Etc.)	Vehicle Stated Amount	Equipment Stated Amount	Total Combined Stated Amount
1		\$15000	0	\$15000

Policy Coverage Information	
Coverage	Limits
Bodily Injury (BI) / Property Damage (PD)	\$300,000 CSL
Personal Injury Protection (PIPBN)	
Personal Injury Protection (PIPBR)	\$1,000 DED
Uninsured/Underinsured Motorist Coverage - Bodily Injury (UMBI)	
Uninsured/Underinsured Motorist Coverage - Bodily Injury Stacked (UMS)	
Medical Payments (MED)	
Hired Auto - Body Injury (HABI)	Accepted
Hired Auto - Property Damage (HAPD)	Accepted
Hired Auto - Physical Damage (HACC)	Declined
Non-Owned - Bodily Injury (NOBI)	Accepted
Non-Owned - Property Damage (NOPD)	Accepted
Any Auto - Bodily Injury (AABI)	Declined
Any Auto - Property Damage (AAPD)	Declined
Cargo	
Commercial General Liability Coverage	
Each Occurrence	
Medical Expense (Any one person)	
General Aggregate Limit	

Policy Deductible Information							
	COLLISION	COMPREHENSIVE	FIRE & THEFT COMBINED ADDITIONAL COVERAGES (FTC)	CARGO	CGL PROPERTY DAMAGE	RENTAL	ROADSIDE
Vehicle 1							ACCEPTED

Policy Premium Information											
	BI	PD	PIP BN	PIP BR	UMBI	UMS	MED	COL	COM	FTC	AABI
Vehicle 1	\$3599.00	\$526.00		\$1822.00							

Policy Premium Information (continued)											
	AAPD	CGL	HABI	HAPD	HACC	NOBI	NOPD	CARGO	RENTAL	ROADSIDE	Vehicle Total
Vehicle 1			\$180.00	\$26.00		\$180.00	\$26.00			\$30.00	\$6389.00

Premium Information			
Policy Fee:	\$10.00	Total Fees:	\$10.00
SR22 Filing Fee:	\$0.00	Total Premium:	\$6,389.00
Waivers of Subrogation Fee:	\$0.00	Total Premium + Fees:	\$6,399.00
Additional Insured Fee:	\$0.00		
State Fee:	\$0.00		
FR44 Fee:	\$0.00		
Federal Fee:	\$0.00		

Notes to Infinity

GeneralInfo