

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
CODE EXPLORERS, INC.
FOR
SPECIALTY CAMP SERVICES**

THIS AGREEMENT is made between **CODE EXPLORERS, INC.**, a Florida corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Specialty Camp Services – Coding, Robotics & Engineering Camp (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 Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through March 31, 2020, 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 periods 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 each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

The City 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 week to the City in the form of a check made payable to: *City of Doral*. Payment to the City must be made within five (5) business days after the end of each week. Payments which are made after five (5) business days are considered late. The City shall assess a \$100 late fee on payments not received within five (5) business days after the end of each week. The Provider may also be assessed an additional \$250 late fee on payments not received within ten (10) business days after the end of each week.

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 Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

4.2 Any sub-consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

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

6. **Provider's Responsibilities.**

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

7. **Conflict of Interest.**

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

8. **Termination.**

- 8.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause, with cause defined as an alleged violation of the Federal, State, County, or City law, as determined by the City Manager in his/her sole discretion, or such action which may detrimentally affect the health, safety, and welfare of the community, as determined by the City Manager in his/her sole discretion.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.

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

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

9. **Insurance.**

9.1 The Consultant 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.

City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider: Code Explorers, Inc.
Maria C. de Pena, MS
President
7900 Oak Lane, Suite 413
Miami Lakes, FL 33016

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

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

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

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

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 Pursuant to Section 119.0701, Florida Statutes, Provider shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statute, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.4 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with

respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

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

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

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

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 PRESIDENT, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

CITY OF DORAL


By: _____
Edward A. Rojas, City Manager
Date: 3.29.17

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



Weiss Serota Helfman Pastoriza Cole & Bonsike, PL
City Attorney

PROVIDER



By: _____
Its: President
Date: 3/24/2017

EXHIBIT A

SCOPE OF SERVICES

- A. Proposals are being accepted for summer, spring and winter camps at Morgan Levy Park, Doral Meadow Park, and Doral Legacy Park. The City makes the final determination on what facility a specific camp will be stationed. The City is primarily seeking a general recreation camp. A general recreation camp is a multi-function camp and should include daily activities such as multi-sport activities, field trips, low organized games, arts & crafts, dance, and other interactive / social components.

The City is seeking camps/clinics for children **ages 3 - 15** that fit the basic descriptions listed below, including but not limited to:

- Art/Science/Nature Camp
- Basketball Camp
- Football Camp
- Baseball Camp
- Soccer Camp
- Field Hockey Camp
- Multi-Sport Camp
- Theater
- Dance and/or Cheerleading
- General Recreation Camp
- Other (As Proposed by Provider)

- B. The Provider's services shall be performed on the days and hours listed below:

Camps, other than the Extended Care Program, may take place from 8:00am to 5:00pm, with a lunch break provided Monday through Friday. Camps can be held in the winter, spring and summer.

The Extended Care Program is optional and not required by the Provider. If the camp Provider chooses to provide an Extended Care Program for their camp, they would be responsible for all campers participating.

Extended Care Program hours may be 7:30am to 8:00am and 5:00pm to 6:00pm for all camp days as listed above. It is up to the camp Provider to determine if they will charge the parents for the Extended Care Program.

Clinics should take place anywhere from one day to one week. These events will allow participants to improve their skill sets in a specific sport or activity.

- C. The Provider and The Director of the Parks & Recreation Department or his/her designee, hereinafter referred to as the "Department", will agree upon camp schedules. ***Provider agrees to submit a Program Request Form to the Department for all camps, specialty camps, clinics and/or extended care programs no less than four (4) weeks prior to the beginning of each camp session.*** All such forms shall be deemed to form a part of this Agreement. Camps/Clinics will take place at Morgan Levy Park, Doral Meadow Park, and Doral Legacy Park. Depending on the number of RFP's received, there may be a maximum of two Providers per facility. Usage of any other parks or City facilities must be approved by the Parks & Recreation Director or his/her designee. Multi-purpose/recreational room access will be available during winter, spring and summer session during specific hours per day. Additional hours will be made available during inclement weather.
- D. Provider must meet minimum student enrollment (5 participants). The Provider agrees to take daily attendance of all students registered for the camp/clinic.
- E. 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 in the Proposal and on **Exhibit "C"**.
- F. 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.
- G. 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 including but not limited to uniforms, equipment, marketing tools, field trip / rental

fees, permits, certifications, background screenings, etc. Provider will also assume the cost of any damages to City property.

- H. The Provider shall stipulate and certify that he/she, as well as all staff members, 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. All members of the camp staff who have the responsibility of instructing, facilitating or operating a camp must be 18 or older as well as be listed in the Provider's proposal. All staff under the age of 18 shall not be solely responsible for the supervision of children or overall operation of the camp or its components.
- I. 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.
- J. 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.**
- K. 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. Additionally, the Provider may not sublet or otherwise rent out any City facility/amenity. The Provider may not partner with any other group or organization without the written consent of the City. Fundraisers and sponsorships must also be approved by the City prior to conducting any business.
- L. The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. **Provider understands and agrees that the**

Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement. The City reserves the right to cancel scheduled camp or clinic sessions for City sanctioned activities or events and agrees to notify the Provider of said cancellations in writing.

- M. All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department.
- N. Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations. All personnel must be in full uniform and maintain a professional appearance at all times.
- O. 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 or who are in breach of this Agreement.
- P. 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.
- Q. Designated camp areas must be kept clean and sanitary throughout the duration of the day. A final, thorough cleaning must be conducted at the conclusion of each day of camp.
- R. The Provider also acknowledges that he or she is primarily responsible for the conduct and safety of the participants in all camps/clinics under his or her charge. Additionally, the Provider will be responsible for assuring that all campers a parent/guardian or an individual designated by a parent/guardian by checking photo identification prior to the departure of the camp for the day.
- S. 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 II screening standards. The City will furnish the Provider with instructions on how to conduct a background screening with the Florida Department of Children and Families for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will in the presence of children. The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with conducting background screenings. Additionally, the Provider must adopt and enforce a signed "code of conduct" for all coaches, staff, counselors, and volunteers. *If the Provider has recently had a background screening conducted by another agency (Ex: Florida 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 D**).

T. 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**.

U. 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 week to the City in the form of a check made payable to: *City of Doral*. Payment to the City must be made within five (5) business days after the end of each week. Payments which are made after five (5) business days are considered late. The City shall assess a \$100 late fee on payments not received within five (5) days after the end of each week. The Provider may also be assessed an additional \$250 late fee on payments not received within ten (10) business days after the end of each week.

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.

- V. 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.
- W. The Provider agrees that it shall not make, or permit to be made, and structural changes or improvements to any City facility/amenity unless otherwise approved by the City. Any changes or improvements made upon the approval by the City shall remain as part of the facility at the end of the term of this Agreement.
- X. The Provider will provide each camper with a T-shirt or other wearable accessories so that all camp/clinic participants are easily identifiable. All T-shirts or accessories must be approved in advance by the Department.
- Y. There must be at least one staff member for every ten campers (1:10 ratio) during camp instructional time or field trips. This ratio does not include staff under the age of 18. The Program Director shall be excluded from the calculation of staff to camper ratio unless the Director will actually be serving as an instructor. For all camps longer than 3 hours, there must a minimum of two staff persons regardless of the number of students.
- Z. The City reserves the right to set a maximum capacity for each camp at its discretion. Capacities may also be increased or decreased at the City's sole discretion in order to provide the best service possible.

EXHIBIT B

INSURANCE REQUIREMENTS - AGREEMENTS FOR OUTSIDE INSTRUCTORS

I. Commercial General Liability

- A. Limits of Liability
- | | |
|---|-------------|
| Bodily Injury & Property Damage Liability | |
| Each Occurrence | \$1,000,000 |
| Policy Aggregate | \$1,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
| Products & Comp. Ops (If Applicable) | \$1,000,000 |
| Sexual Abuse & Molestation | \$100,000 |
- B. Endorsements Required:
City of Doral listed as an Additional Insured
8401 NW 53rd Terrace, Doral, FL 33166
- Contingent Liability
Premises and Operations Liability

II. Workers Compensation (Coverage A)

Statutory limits as required - State of Florida

Employer's Liability (Coverage B)

\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

III. Professional Liability/Error's & Omissions (If Applicable)

- A. Limits of Liability
- | | |
|------------------|-----------|
| Each Claim | \$250,000 |
| Policy Aggregate | \$250,000 |
- "Retro Date" coverage included

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

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

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

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

EXHIBIT C

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: Code Explorers Technology Specialty Camps (see schedule below)

Participant Ages: from 6 to 13

Day(s) of the week program is offered: M-F

Time of Program: from 9:00am to 3:30pm

Program Dates: from June 12, 2017 to July 28, 2017

Program Fee: \$209.00 instructional fee, \$12.00 registration fee, \$50- 70 supply fee Discount to programs only applies to instructional fee. Discounted session spots are available after the first 10 full paid session enrollees.

Program Enrollment: Minimum 10 Maximum room capacity up to 20 students

Materials to be supplied by participants: Lunch, snacks and drinks.

Materials to be supplied by Provider: all instructional supplies and materials will be provided by Code Explorers

Materials to be supplied by the City: Room, tables and chairs, bathroom access for boys and girls, projectors for each room, water fountain, security, cleaning, trash cans, WIFI access to support up all PC and tablets (up to 40 per day per week)

Additional Program Requirements: Area for recreation during camp hours - morning, lunch and afternoon.

Point of Contact: Code Explorers, Inc

Address: 7900 Oak Lane, Suite 413

City/State/Zip Code: Miami Lakes, FL 33016

Phone Number: 305-454-6515 Fax: _____

E-mail: registrar@codeexplorers.org



SCHEDULE SUMMER 2017

Dates	Location	Days	Times	NEO 6-9 yrs old	JR 10-13 Years old
June 12-16	City of Doral Morgan Levy	M-F	9a-330p	Computational Thinking and Coding	Computational Thinking and Coding
June 19-23	City of Doral Morgan Levy	M-F	9a-330p	Mechatronics and Robotics Engineering	Mechatronics and Robotics Engineering
June 26-30	City of Doral Morgan Levy	M-F	9a-330p	Sensor and Robotic Programming	Sensor and Robotic Programming
July 10-14	City of Doral Morgan Levy	M-F	9a-330p	Mechanical Engineering – Pneumatics and Hydraulics	Mechanical Engineering – Pneumatics and Hydraulics
July 17-21	City of Doral Morgan Levy	M-F	9a-330p	Electrical Engineering and Digital Electronics with Arduino programming	Electrical Engineering and Digital Electronics with Arduino programming
July 24-28	City of Doral Morgan Levy	M-F	9a-330p	Aeronautical Engineering	Aeronautical Engineering

Exhibit D

Participant Name: _____ **Program:** _____

Session/Age Group: _____ **Registration Date:** _____

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 Central Park 3000 NW 87th Avenue / Doral Legacy Park 11400 NW 82nd Street
(Name and Address of Facility)

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

I, on behalf of myself or my child/ward named above on this 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 above on this 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 above on this 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 above on this 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): _____

RESOLUTION No. 17-32

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2016-39, "CAMPS, SPECIALTY CAMPS AND CLINICS," TO DORAL SOCCER CLUB, CAMP UNBEATABLES, CRISTI'S DANCE STUDIO, AND CODE EXPLORERS, THE TOP RANKED FIRMS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE REFERENCED PROVIDERS FOR CAMPS, SPECIALTY CAMPS AND CLINICS AT CITY FACILITIES, FOR AN INITIAL PERIOD OF THREE (3) YEARS WITH TWO (2) ONE-YEAR RENEWALS FOR A TOTAL OF FIVE (5) YEARS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE ENTERED WITH THE TOP RANKED FIRM(S); AUTHORIZING THE EXPENDING OF BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on December 2, 2016, the City of Doral (the "City") issued Request for Proposals #2016-39, "Camps, Specialty Camps, and Clinics" (the "RFP"), by advertising on the City's Website and DemandStar; and

WHEREAS, ten (10) firms attended the mandatory pre-bid meeting held on December 22, 2016, and seven (7) submittals were received on January 12, 2017, with all firms meeting the required criteria; and

WHEREAS, a public meeting of the selection committee was held on January 24th, 2017, in which submittals were scored based on a Three Hundred Ten (310) Point System and ranked as follows:

1. Doral Soccer Club	275.0 Points
2. Camp Unbeatables	272.5 Points
3. Cristi's Dance Studio	257.5 Points
4. Code Explorers	257.5 Points
5. US Soccer Club	237.5 Points
6. Will Tutor You	207.5 Points
7. My Little Family	160.0 Points

WHEREAS, Staff has recommended the City Council award the RFP to the top four (4) ranked firms, Doral Soccer Club, Camp Unbeatables, Cristi's Dance Studio, and Code Explorers, and authorize the City Manager to negotiate and enter into an agreement with said providers for an initial period of three (3) years with two (2) one-year renewals for a possible total of five (5) years. Staff further recommend the City Council authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm successively if an agreement cannot be entered into with any of the top four bidders, and to expend budgeted funds in furtherance hereof.

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. Award. The RFP is hereby awarded to Doral Soccer Club, Camp Unbeatables, Cristi's Dance Studio, and Code Explorers, subject to enter into separate service agreements with the City. This Authorization does not create or confer any rights to Be Doral Soccer Club, Camp Unbeatables, Cristi's Dance Studio, and Code Explorers or any of the other ranked firms.

Section 3. Authorization. The City Manager is hereby authorized to negotiate and enter into separate agreements with Doral Soccer Club, Camp Unbeatables, Cristi's Dance Studio, and Code Explorers for the provision of camps, specialty camps and clinics at City facilities, for an initial period of three (3) years with two (2) one-year renewals, for a possible total of five (5) years, to negotiate and enter into an agreement with the next highest ranked firm successively if an agreement cannot be entered into with any of the top

four vendors. The City Manager is further authorized to expend budgeted funds in furtherance hereof.

Section 4. 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 5. Effective Date. This resolution shall take effect immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 8 day of February, 2017.



JUAN CARLOS BERMUDEZ, 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, P.L.
CITY ATTORNEY