

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
PARKS & POLICE 4 KIDS FOUNDATION
AND THE
LC MULTISERVICES**

THIS AGREEMENT is made between the **LC Multiservices**, a Florida corporation, (hereinafter the “Provider”), and the **Parks & Police 4 Kids Foundation**, a Florida non-profit corporation, (hereinafter the “Foundation”).

WHEREAS, the Provider and Foundation, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for an orchestral educational afterschool program (the “Services”); and

WHEREAS, the Foundation 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 Foundation agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Provider shall furnish the Services to the Foundation 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 for five (5) months from the date of execution, unless earlier terminated in accordance with Paragraph 8.
- 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 Foundation Manager.

3. **Compensation and Payment.**

- 3.1 The Provider shall be compensated in the following manner:

In consideration of the releases and indemnities contained herein and of the Provider’s Services in connection with the classes, programs, and activities, described herein, the Provider shall be entitled to FOURTEEN THOUSAND EIGHT HUNDRED THREE DOLLARS AND NINETY SEVEN CENTS (\$14,803.97).

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.

- 3.2 The Foundation shall pay Provider in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the Foundation Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Foundation Manager whose decision shall be final.

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 Foundation Manager or his designee.

5. **Foundation's Responsibilities.**

The Foundation shall be responsible for providing the Provider with the following:

- 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 Foundation.
- 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 orchestral educational afterschool program 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 Foundation Manager, the Provider shall at Providers sole expense, immediately correct the work. The Foundation in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Termination.**

- 7.1 The Foundation Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.
- 7.2 Upon receipt of the Foundation's written notice of termination, Provider shall stop work on the Services.
- 7.3 In the event of termination by the Foundation prior to the completion of the program, the Provider shall reimburse the Foundation for all Services not rendered.
- 7.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Foundation, in a hard copy and electronic format specified by the Foundation 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 Foundation 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 Foundation before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The Foundation and the City of Doral 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.

- 10.2 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.

11. **Indemnification.**

- 11.1 Provider shall defend, indemnify, and hold harmless the Foundation, and The City of Doral, its officers, agents, volunteers, 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 Foundation 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.
- 11.2 The provisions of this section shall survive termination of this Agreement.
- 11.3 Ten dollars (\$10) of the payments made by the Foundation 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.
- 11.4 In no event shall the City of Doral or the Foundation be liable, or responsible for any bodily injury, or loss to, or damage to any property, including damage to any vehicles owned by the Provider, its employees, officers, agents, employees, invitees, or patrons, including, or resulting from theft, destruction, or damage of any kind, or nature whatsoever in connection with this Agreement. Provider assumes full responsibility, and agrees to indemnify, defend, and hold harmless the City of Doral and The Foundation, its elected officers, employees, agents, and volunteers from any all claims, damages, suits, demands resulting from the operations or use as stated in the Agreement

12. **Notices/Authorized Representatives.**

- 12.1 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 Foundation: Luigi Boria, Parks and Police 4 Kids Chairman
Foundation of Doral, Florida

8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman Cole Bierman & Popok, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider: LC Multiservices
3970 Adra Ave
Doral, FL 33178

13. **Governing Law.**

13.1 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 Foundation under this Agreement shall be the property of the Foundation.

15.2 The Foundation 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 Foundation may cancel this Agreement for refusal by the Provider to allow access by the Foundation 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.

16. **Nonassignability.**

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

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

19. **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 Services.

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.

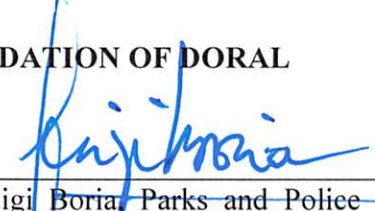
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Foundation, signing by and through its Foundation Manager, attested to by its Foundation Clerk, duly authorized to execute same and by Provider by and through its _____, whose representative has been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

Attest:




Connie Diaz, Foundation Clerk

FOUNDATION OF DORAL

By: 


Luigi Boria, Parks and Police 4 Kids
Foundation
Date: 1/7/2015

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the Parks & Police IV Kids, Inc. Only:



Weiss Serota Helfman Cole Bierman & Popok, PL
Foundation Attorney

PROVIDER

By: 

Its: Director
Date: 12/17/2014

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 Program Request Form submitted for such services, such form set forth as Exhibit "C" hereto.

1.2 The Provider agrees that the price for the classes provided and outlined in this contract will be set at \$_0_ per class and will not be increased for the duration of the contract period. If the Provider wishes to make any changes in the price of the class, they must request and receive written approval from the Foundation. The Foundation reserves the right to deny any changes in price during the duration of this contract period.

1.3 The Provider and The Director of the Parks & Recreation Department or his/her 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.

1.4 The Provider agrees to take daily attendance of all students registered for the class.

1.5 The Provider warrants to Foundation 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 Foundation 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 Foundation.

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 Foundation'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 Foundation park/facility or solicit any participant in a Foundation 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.

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 Foundation 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 Foundation shall not control the instructor's techniques, methods, procedures, or sequence of instruction, the Provider will endeavor to comply with the Foundation'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 The Provider must notify the Department in writing of any class cancellations at least ten (10) business days prior to the scheduled cancellation.

1.17 The Foundation reserves the right to cancel or reschedule any of the Provider's classes, in the case of scheduling conflicts or other emergencies, as determined by the Department.

1.18 The Provider's program is all inclusive that includes musical instruments, accessories, and all material required for performance.

1.19 The Provider's program will be offered to thirty (30) students.

1.20 The Provider's program will run at Dr. Rolando Espinosa K-8 Center for a period of five (5) months.

1.21 The Provider's program will be instructed and supervised by the United Youth Orchestra of South Florida (TUYO)/LC Services staff and Siman Orchestral Foundation staff.

1.22 The Provider agrees to adhere to any volunteer/staff background check policies required by the Miami-Dade County School Board.

1.23 The Provider agrees to follow all rules and policies provided by Dr. Rolando Espinosa K-8 Center.

1.24 The Provider agrees to provide a report to the Foundation at the end of the five (5) month period with testimonials from the students and parents.

1.25 Funds sponsored by the Foundation will cover all cost and expenses required for the program during the five (5) month period, which is \$14,803.97.

1.26 Funds sponsored by the Foundation must be solely used for the Provider's orchestral educational afterschool program at Dr. Rolando Espinosa K-8 Center.

1.27 Payment to the Provider shall be made out to LC Multiservices 3970 Adra Ave. Doral, FL 33178, company that manages The United Youth Orchestra of South Florida as described in 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 Foundation in advanced. The Provider shall obtain the Foundation's approval of such merchandise prior to its distribution and advertisement or sale.

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

2.4 Any supplies or equipment left at the facility will be the responsibility of the Provider. The Foundation 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

American Disabilities Act

3.1 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 Foundation, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

3.2 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 4.0

Miscellaneous

4.1 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.

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

4.3 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

Parks & Police 4 Kids Foundation

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	\$1,000,000
Sexual Abuse and Molestation Coverage	Included
Damage to Rented Premises	\$50,000

B. Endorsements Required

Parks and Police 4 Kids Foundation of Doral listed as an additional insured
City of Doral listed as an additional insured
Contingent and Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement

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 Foundation 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"

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: The United Youth Orchestra

Participant Ages: Grades 3rd to 5th

Day/s of the week program is offered: Tuesdays and Thursday

Time of Program: 3:30 pm to 5:00 pm

Program Dates: January to June

Program Fee: Free

Program Enrollment: Minimum 15 Maximum 30

Materials to be supplied by participants: None

Materials to be supplied by Instructor: As described in the Program Details

Materials to be supplied by the Foundation of Doral: Program funds

Additional Program Requirements: None

Instructor ('s) Name: Jesús Carnero (Simanof)

Address: _____

Foundation/State/Zip Code: _____

Phone Number: (Day) (786) 804-7242 (Evening) _____

(E-mail): _____ (Fax) _____

Minimum Requirements:

1,000,000 General Liability Insurance

Letter(s) of Recommendation

Background Check

EXHIBIT "D"



THE UNITED YOUTH ORCHESTRA
OF SOUTH FLORIDA



December 16, 2014

Dear Parks and Police 4 Kids Foundation Board Member,

Here in this letter we certify that the company named LC Multiservices manages The United Youth Orchestra of South Florida (TUYO). The company, LC Multiservices, will receive all payments and provide these funds to The United Youth Orchestra Program.

Sincerely,

José Antonio Serrano
General Director

Laura Galindo A
Administrative Director

Susan Carolina Cova Siman
Academic Director



LC Multiservices

MING DRUMS USA
3970 Adra Ave, Doral FL 33178
TELF (305) 587-3775 (305)587-1885

INVOICE

INVOICE TO:

City of Doral 8401 NW 53 Terrace Doral, FL 33166	
Contact Person	Vianca Peron, MPA
Telephone	(305) 593-6600

INVOICE #	
14-001	
DATE:	10/14/14
PAYMENT DUE DAY:	Net 15 days

ORIGINAL

Customer #	Ship	Order #	Payment Terms
14-3970001	N/A	14-1013	CHECK NET 15 DAYS PAYABLE TO LC MULTISERVICES

CODE	DESCRIPTION	BRAND	AMOUNT	UNIT PRICE	TOTAL
EDU SIMAN TUYO	ORCHESTRAL PROGRAM AT DR. ROLANDO ESPINOSA K-8 CENTER PROGRAM APPROVED BY CITY OF DORAL / PARK & POLICE 4 KIDS BENEFICIARIES 30 CHILDREN FOR A PERIOD OF 5 MONTHS AT THE DETAILED SCHOOL IN DORAL, FLORIDA.	TUYO/SIMANO F	1	\$14,803.97	\$14,803.97
	NOTES				
	1- ORCHESTRAL EDUCATIONAL PROGRAM AS AFTER SCHOOL PROGRAM				
	2- PROGRAM IS PART OF THE UNITED YOUTH ORCHESTRA OF SOUTH FLORIDA (TUYO)				
	3- LENGH OF PROGRAM 5 MONTHS				
	4- TOTAL OF CHILDRIN PARTICIPATING 30				
	5- PROGRAM IS BASED ON ORCHESTRAL TRAINING AND MUSIC ENSEMBLES				
	6- THIS IS AN ALL INCLUSIVE PROGRAM THAT INCLUDES, MUSICAL INSTRUMENS, ACCESSORIES AND ALL MATERIALS REQUIERED FOR PERFORMANCE				
	7- PROGRAM WILL BE AT THE DR. ROLANDO ESPINOSA K-8 CENTER IN DORAL UNDER THE SUPERVISION OF TUYO STAFF AND SIMANOF STAFF				
	8- FUNDS WIL COVER FOR ALL COSTS AND EXPENSES REQUIERED FOR THE PROGRAM DURING THE 5 MONTH PERIOD				

AMOUNT	\$14,803.97	AMOUNT DUE	\$ 14,803.97
SERVICE INVOICED	1		

	TAX	\$ 0.00
	TOTAL PAYMENT DUE	\$ 14,803.97

REMIT PAYMENT TO:	LC MULTISERVICES 3970 ADRA AVE. DORAL FL 33178	Auth#	80271410
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THE UNITED YOUTH ORCHESTRA
OF SOUTH FLORIDA



Siman Orchestral Foundation

PROGRAM DETAIL

QUOTE FOR SERVICE	\$ 14,803.97
MINIMUM RECOMMENDED GROUP	30 CHILDREN
TEACHERS	2 PER SCHOOL
TOTAL WEEKLY HOURS	4HOURS 2 days per week
LENTH OF PROGRAM	5 MONTHS

SIMANOF COORDINATION,

- Training of teachers
- Conducting service for the Greater Orchestra
- Know how and educational system implementation.

INSTRUCTIONAL MATERIAL

- Instruments with Bow, rosin & case
- Music Stand
- Shoulder rest for violin/viola or end pin holder for cello
- Tuner
- Educational material (BOOK)
- Maintenance service & Insurance



THE UNITED YOUTH ORCHESTRA
OF SOUTH FLORIDA



Siman Orchestral Foundation

Cost details,

based on 30 participants 5 month program

Musical Instrument, accessories and educational material

Rental service per unit \$ 41.41

Total Rental service 5 months \$ 6,211.67

Teachers

Hourly rate \$ 30

Cost per month 2 teachers \$ 1,080

Total cost Teachers 5 month \$ 5,400

Simanof professional service fees

Simanof professional service fees monthly \$ 590.46

Total cost Simanof Fee 5 month \$ 2,952.30

Total cost Printed Material "Book" \$ 240

Total cost for the 5 month program \$ 14,803.97



**CITY OF DORAL
PARKS AND POLICE 4 KIDS FOUNDATION
MEETING**

FINAL MINUTES

Wednesday, June 11, 2014 at 12:00 p.m.
8401 NW 53rd Terrace, 3rd Floor Council Chambers
Doral, FL 33166

1. Call to Order / Roll Call of Foundation Members

Meeting was called to order at 12:14 pm

Roll call vote:

Director Bettina Rodriguez Aguilera	Present
Director Ana Maria Rodriguez	Present
Director Sandra Ruiz	Present
Director Christi Fraga	Present
Chairperson Luigi Boria	Present

Also present were:

Connie Diaz, Assistant City Clerk
Dan Espino, City Attorney
Ronda Vangates, Assistant City Manager

2. Approval of Minutes from May 14, 2014 and May 28, 2014

Motion to approve made by Director Ruiz and seconded by Director Rodriguez. By consensus, motion passes unanimously.

3. Staff Updates and Recommendations

Ms. Ronda Vangates addressed the Board and presented staff recommendations for programs of work for the PP4K Foundation:

- Back to School Fair: up to \$7,500 at Morgan Levy Park

- AAA Awards: up to \$7,500
- DARE Program: up to \$1,500
- DFYIT Program: up to \$10,000 Doral High Schools
- Cultural Passport Program: PP4K Cultural Passport for attending Cultural Events
- Support of Cultural Programs: United Youth Orchestra \$7,500 (50% of current budget)
- Ready Set Life Skills Series: \$5,000
- PP4K Micro-Grant Program \$1,000
- PP4K Fundraising Efforts: Mayor and Council Ball
- Dharma Psycho Therapy: \$150

Discussion ensued amongst directors on the different ideas presented by staff.

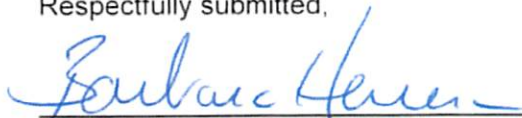
Director Ruiz requested to provide the orchestra with the full amount that they are requesting

By consensus, the Board agreed on the recommendations of the programs as requested

4. Adjournment

Meeting adjourns at 12:34 pm.

Respectfully submitted,



Barbara Herrera, City Clerk

Motion to approve the minutes of the June 11, 2014 Parks and Police 4 Kids Meeting made by Director Rodriguez and seconded by Director Fraga.

Director Ana Maria Rodriguez	Yes
Director Bettina Rodriguez Aguilera	Yes
Treasurer Sandra Ruiz	Yes
Vice Chair Christi Fraga	Yes
Chair Luigi Boria	Yes

APPROVED and ADOPTED this 13 day of August, 2014.



LUIGI BORIA, CHAIR

Vianca Peron (PR)

From: Barbara Herrera (CC)
Sent: Tuesday, October 21, 2014 12:39 PM
To: Vianca Peron (PR)
Cc: Edward Rojas (CM); Albert Childress; Daniel A. Espino; Daniel Espino; Connie Diaz (CC); Karina La Rosa (CC); Jenny Laffita (CC); Barbara Hernandez (PR)
Subject: RE: Question - PP4K Meeting Minutes (United Youth Orchestra)

Hi Vianca,

I reviewed the video for the June 11th, 2014 PP4K meeting and specifically listened to the presentation made regarding the Youth Orchestra and the vote by the Directors. The actions taken were as follows:

- Staff presented their recommendation at 6:09 minutes into the meeting and the recommendation was for \$7,500.00.
- At 16:26 minutes into the meeting, Director Ruiz makes a recommendation to fund the Orchestra with 100% of their budget.
- At 18:23 minutes into the meeting, the Chairman calls for consensus on this recommendation and consensus is obtained.
- Finally, at 18:23 minutes into the meeting, the Chairman calls for consensus from the Directors on the recommendations as requested and consensus was obtained.

Therefore, in response to your question, the PP4K board approved by consensus the funding of 100% of the budget for the Youth Orchestra.

Please note that the minutes will be amended accordingly to reflect the consensus vote take at 18:23.

I have a copy of the video and will send it up to you shortly. I encourage you to review the video as well and if your findings are concurrent with mine, please be sure to notify the City Manager and the City Attorney.

Best always,

Barbara

Barbara Herrera, CMC
City Clerk

City of Doral
Office of the City Clerk
8401 N.W. 53rd Terrace
Doral, Florida 33166
Tel: (305)59DORAL (305)-593-6725
Fax: (305)593-6761

Barbara.Herrera@cityofdoral.com
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From: Vianca Peron (PR)
Sent: Tuesday, October 21, 2014 12:13 PM
To: Barbara Herrera (CC)
Subject: RE: Question - PP4K Meeting Minutes (United Youth Orchestra)

Thank you ☺

Vianca Peron, MPA

Recreation Administrator

City of Doral

8401 NW 53 Terrace

Doral, FL 33166

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From: Barbara Herrera (CC)
Sent: Tuesday, October 21, 2014 12:01 PM
To: Vianca Peron (PR)
Subject: RE: Question - PP4K Meeting Minutes (United Youth Orchestra)

Hi Vianca,

I have the audio and will listen to it today.

Barbara Herrera, CMC
City Clerk

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From: Vianca Peron (PR)
Sent: Tuesday, October 21, 2014 11:56 AM
To: Barbara Herrera (CC)
Subject: RE: Question - PP4K Meeting Minutes (United Youth Orchestra)

Hi Barbara,

I hope all is well. I have you been able to further investigate the below?

Thank you,

Vianca Peron, MPA
Recreation Administrator

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From: Barbara Herrera (CC)

Sent: Wednesday, October 15, 2014 3:27 PM

To: Vianca Peron (PR)

Cc: Edward Rojas (CM); Albert Childress; Daniel Espino; Daniel A. Espino; Connie Diaz (CC); Karina La Rosa (CC); Jenny Laffita (CC); Barbara Hernandez (PR)

Subject: RE: Question - PP4K Meeting Minutes (United Youth Orchestra)

Hi Vianca,

After reviewing the minutes, I would need to review the video of the PP4K, June 11th Meeting in order to best your question. However, the **final decision** of the Board was that **"by consensus, the Board agreed on the recommendations of programs as requested."**

By way of this e-mail, I am copying the City Attorney and the City Manager for their interpretation as well. As soon as I review the audio, I will let you know what I find.

Best always,

Barbara

Barbara Herrera, CMC
City Clerk

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From: Vianca Peron (PR)
Sent: Tuesday, October 14, 2014 4:35 PM
To: Barbara Herrera (CC)
Cc: Barbara Hernandez (PR); Connie Diaz (CC)
Subject: Question - PP4K Meeting Minutes (United Youth Orchestra)

Good Afternoon Barbara,

I hope this message finds you well. In the Parks and Police 4 Kids Foundation meeting on Wednesday, June 11, 2014, it was presented for the United Youth Orchestra to receive \$7,500 (50% of current budget). In the attached minutes it says: "Director Ruiz requested to provide the orchestra with the full amount that they are requesting."

I have attached the email with the invoice that United Youth Orchestra sent me for a total of \$14,803.97. Do you interpret from these minutes that it was approved by the board to pay them the full amount of the program?

If we are not clear on the direction, we can bring it for clarification to the next board meeting; however, it will delay the payment and start of the program for the students.

I appreciate your help. Thank you!

Vianca Peron, MPA
Recreation Administrator

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