

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
FOURTY LOVE, INC.
FOR
INSTRUCTIONAL TENNIS PROGRAMMING**

THIS AGREEMENT is made between **FOURTY LOVE, INC.** a Florida limited liability company, (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 fees for Instructional Tennis Programming (the "Project"); and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Provider and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services (Exhibit A)
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through October 1, 2021, 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.
- 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.**

3.1 The City shall be compensated in the following manner:

In consideration of the releases and indemnities contained herein and of the Provider's Services in connection with the classes, programs, tournaments and activities, described herein, the City shall be entitled to 25% of the fees paid by participants and the Provider shall be entitled to the remaining 75% of fees paid. The non-resident surcharge is fully payable to the City and shall not be included in the monthly gross income calculation.

The Provider will collect all fees from the participants. Payment to the City must be made 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 month/session. Payments which are made after fourteen (14) calendar days are considered late. The City shall assess a \$250 late fee on payments not received within fourteen (14) days after the end of each month. The Provider may also be assessed an additional \$500 late fee on payments not received within thirty (30) days after the end of each month.

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

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

4. **Subproviders.**

4.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Project.

4.2 Any sub-providers 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 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 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 without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.
- 8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the

date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit B. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward A. Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

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

For The Provider: Ernesto Rachi
Owner
Fourty Love, Inc.

4630 NW 102 AVE, #205
Doral, Florida 33178

14. **Governing Law.**

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

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

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

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

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

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

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

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

17. **Nonassignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

23.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee,

commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

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

25. **Removal of Unsatisfactory Personnel**

25.1 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 fourteen calendar days of receipt of such request with either the removal and replacement of such personnel or within justification as to that may not occur. 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.

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

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By:  _____ (E. Rojas) 12.10.18
Edward A. Rojas, City Manager

Date: _____

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



Luis Figueredo ESQ.
City Attorney

PROVIDER


By: 
Its: Ernesto R. Acuña
Date: 12-14-2018

Exhibit A

SCOPE OF SERVICES

- A. 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 "D" hereto. Exhibit "C" is subject to approval by the Parks & Recreation Department.
- B. The City shall designate the location where the services will be performed.
- C. 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 all classes no less than four (4) weeks prior to the beginning of each session/season.*** All such forms shall be deemed to form a part of this Agreement.
- D. The fee charted to each participant will be as 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 surcharged 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"**.
- E. Provider must meet a minimum student enrollment of 3 participants per class. The City will provide court space with a maximum of 12 participants per class enrolled in the program. 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. The Provider agrees to take daily attendance of all students registered for the class.
- F. The City reserves the right to schedule maintenance projects for court preservations/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.

- G. 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.

- H. 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.

- I. 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.

- 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 game or practice 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. 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.
- N. Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- O. 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.
- P. The Provider also acknowledges that he or she is primarily responsible for the conduct of the participants in all classes under his or her charge.
- Q. 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 "E"**) 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 "D"**).

R. 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"**

S. 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, tournaments and actives, described herein, the City shall be entitled to 25% of the fees paid by participants and the Provider shall be entitled to the remaining 75% of the 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. Payment to the City must be made 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 month/session. Payments which are made after fourteen (14) calendar days are considered late. The City shall assess a \$250 late fee on payments not received within fourteen (14) days after the end of each month. The Provider may also be assessed an additional \$400 late fee on payments not received within thirty (30) days after the end of each month.

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

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

- T. 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.
- U. 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.
- V. The Provider shall provide instructional tennis classes for youth, adults, senior citizens and the special needs population.

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: _____

Participant Ages: from _____ to _____

Day(s) of the week program is offered: _____

Time of Program: from _____ to _____

Program Dates: from _____ to _____

Program Fee: _____

Program Enrollment: Minimum _____ Maximum _____

Materials to be supplied by participants: _____

Materials to be supplied by Provider: _____

Materials to be supplied by the City: _____

Additional Program Requirements: _____

Point of Contact: _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____ Fax: _____

E-mail: _____

IT STARTS IN
PARKS

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 form 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. 18-118

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2018-15, "MORGAN LEVY PARK INSTRUCTIONAL TENNIS PROGRAMMING," TO THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FOURTY LOVE FOR A TERM OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS FOR A TOTAL OF FIVE (5) YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On May 24, 2018, Request for Proposals #2018-15, "Morgan Levy Park Instructional Tennis Programming" (the "RFP"), was advertised for the provision of providing instructional tennis programming services; and

WHEREAS, Two (2) proposal submittals were received on June 28, 2018 with both proposals meeting the required criteria set forth in the RFP; and

WHEREAS, an evaluation meeting was held on July 19, 2018 where all submitted proposals were scored and ranked.; and

WHEREAS, the evaluation committee determined that based on a three hundred (300) Point System with a possibility of Ten (10) extra points based on qualification for preferences identified; the firms ranked as follows:

- | | | |
|----|--------------------|------------|
| 1. | Fourty Love | 286 Points |
| 2. | Ale Tennis Academy | 251 Points |

WHEREAS, Staff respectfully recommends the approval to award Request for Proposals #2018-15 "Morgan Levy Park Instructional Tennis Programming" to the top ranked firm and authorize the City Manager to negotiate and enter into an agreement with Fourty Love for the provision of providing instructional tennis programming services at

Morgan Levy Park for a period of three (3) years with two (2) additional one (1) year renewals for a possible total of five (5) years.

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. Request for Proposals #2018-15 for the provision of providing instructional tennis programming services at Morgan Levy Park is hereby awarded to Fourty Love. This award, in and of itself, does not vest Fort Love with any rights, absent entering into an agreement with the City in furtherance hereof.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with #2018-15 to Fourty Love for the provision of providing instructional tennis programming services for a period of three (3) years with two (2) additional one (1) year renewals for a possible total of five (5) years. 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 interests of the City.

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 Rodriguez 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 Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 8 day of August, 2018.



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 & BIERTMAN, P.L.
CITY ATTORNEY