

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
DEW, Inc.,
FOR
SPECIAL NEEDS WELLNESS AND MARTIAL ARTS CLASSES**

THIS AGREEMENT is made between **Dojo of Exceptional Wellness, 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 Special Needs Wellness and Martial Arts (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 January 2023, 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 period 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.**

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 30% of the fees paid by participants and the Provider shall be entitled to the remaining 70% of fees paid. The non-resident surcharge is fully payable to the City and shall not be included in the monthly gross income calculation.

On behalf of the City, the Provider will collect all fees from the participants, retain its compensation and transfer the remainder to the City in the form of a check made payable to: City of Doral. Payment to the City must be made within fourteen (14) calendar days after the end of each season. Failure to make timely payment to the City is a breach of this Agreement which may be cured by the Provider paying a \$750 late fee on payments not received within fourteen (14) days after the end of each season and an additional \$750 late fee on payments not received within thirty (30) days after the end of each season.

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

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

4. **Sub-providers.**

4.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the 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).
- 5.3 The City will approve any rates, or the manner for setting such rates charged by the Provider.
- 5.4 The City is responsible for any damage or destruction of the Fields, including that caused by Force Majeure except to the extent identified herein.
- 5.5 The City will approve the operating budget for services performed under this Agreement.

6. Provider's Responsibilities.

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the 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.
- 6.2 Submit an operating budget for the service that provides for registration fees equal to the costs of operating the service.

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 G**. 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: Albert P. Childress
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.

City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Provider: Francisco Santander
Executive Director
Dojo of Exceptional Wellness, Inc.
11267 NW 58 Terr
Doral, FL 33178
Address

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.

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: 

Albert P Childress, City Manager
Date: FEB 5, 2020

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: Francisco Santander
Its: EXECUTIVE DIRECTOR
Date: 01/16/2020

EXHIBIT A

SCOPE OF SERVICES

1.0 Provider's Responsibilities

- 1.0.1 The Provider will provide patrons of the City of Doral with excellent customer service and a positive experience. Patrons must be treated courteously and respectfully. The Provider shall be patient and polite when dealing with patrons regardless of the circumstances.
- 1.0.2 The Provider must submit a schedule of classes and fees at specified deadlines as set by the Parks & Recreation Director or his/her designee.
- 1.0.3 The City shall require all participants in the programs to sign a Waiver and Release of Liability, which will be completed at the time of registration prior to each session.
- 1.0.4 The locations and days/times of the programs will be determined at the City's discretion during contract negotiations. Any other use of additional facilities must be submitted via written request at least four (4) weeks in advance to be considered. There will be no guarantee the request will be accommodated.
- 1.0.5 The Provider may not subcontract any portion of the scope of services.
- 1.0.6 The Provider and its instructors must be trained in the program and have the appropriate experience requirements.
- 1.0.7 The Provider, instructors, volunteers or anyone else employed by the Provider represent the City of Doral Parks & Recreation Department and must act accordingly. If the Provider fails to do so, they may be subject to termination.
- 1.0.8 It will be the responsibility of the Provider to provide necessary instructors for all classes. The Provider shall also provide necessary personnel to ensure that the participants of the program obey all City of Doral Parks & Recreation rules and regulations.
- 1.0.9 The Provider shall be responsible for the conduct and safety of the students in all classes under their charge.
- 1.0.10 If the Provider will be providing Services directly with minor children without parental supervision, the Provider shall, prior to commencing Services under this Agreement, comply with state laws regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level I screening standards. The City will furnish the Provider with a background release form (**Exhibit "B"**) for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will be in the presence of a child. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's

employees or any individual who will come in contact with a child at the City through Provider or at Provider's direction, authorizing the City to conduct an inquiry. The result of the inquiry may be deemed acceptable by the City in its sole and complete discretion. The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with conducting background screenings. *If the Provider has recently had a background screening conducted by another agency (Ex: Department of Children & Families), the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* Provider and its employees must also execute a Waiver of Release and Liability (**Exhibit "C"**).

- 1.0.11 The Provider will be responsible for the promotion and advertising of their program. All signs, advertising materials, posters, or other such material must be approved by the Director of Parks and Recreation or his/her designee, prior to their release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2- Handbills.
- 1.0.12 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. Such action(s) may result in immediate termination of the agreement with the Provider and the forfeiture of all compensation due to the Provider.
- 1.0.13 The Provider and its employees shall abide by all City of Doral Parks & Recreation rules and regulations.
- 1.0.14 The Provider shall be responsible for notifying the City of Doral of any maintenance related concerns of the community center facility. The Provider will be responsible for the cost of any damage that is caused the Provider or their employees.
- 1.0.15 The Provider shall be responsible for picking up trash generated by use of the facilities during lessons. The Provider shall be responsible for facility inspection prior to use to ensure no safety issues are present, and if there is, take appropriate action to eliminate the risk of injury or danger to participants by notifying park staff immediately.
- 1.0.16 The Provider will be responsible for providing all necessary supplies that are needed as part of the program being organized. The City will not be responsible for purchasing any needed equipment for the program.
- 1.0.17 The following table shows the physical address and hours of operation of each facility:

Doral Legacy Park Community Center
11400 NW 82 Street Doral, FL 33178

Monday - Friday 7:00 AM - 9:00 PM
 Saturdays 8:00 AM - 5:00 PM
 Sundays 8:00 AM - 5:00 PM
 Designated Holidays CLOSED

Morgan Levy Park Community Center
5300 NW 102 Ave. Doral, FL 33178

Monday - Friday 8:00 AM - 9:00 PM
 Saturdays 8:00 AM - 5:00 PM
 Sundays CLOSED
 Designated Holidays CLOSED

Doral Meadow Park
11555 NW 58 Street Doral, FL 33178

Monday - Friday 8:00 AM - 10:00 PM
 Saturdays 8:00 AM - 5:00 PM
 Sundays 8:00 AM - 5:00 PM
 Designated Holidays CLOSED

Doral Glades Park Community Center
7600 NW 98 Place Doral, FL 33178

Monday - Friday	7:00 AM - 9:00 PM
Saturdays	8:00 AM - 5:00 PM
Sundays	8:00 AM - 5:00 PM
Designated Holidays	CLOSED

- 1.0.18 The City reserves the right to modify and change the hours of programming by the Provider to ensure it does not conflict with the operation of the facility or other City activities scheduled. **Provider understands and agrees that the City shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.**
- 1.0.19 The City reserves the right to add or remove any other public facility to conduct recreational programming. The programs and schedule will be determined at the discretion of the City.
- 1.0.20 The program may be further broken up into levels of difficulty, if applicable (i.e. beginner, intermediate, advanced). Provider may propose different categories as long as all age groups, levels, and services mentioned have been included in Exhibit D. The City reserves the right to request that the Provider offer additional services.
- 1.0.21 The program will be conducted according to the session/monthly schedule determined by the City. The City will communicate the session dates to the Provider. The sessions range from 6- 9 weeks depending on the season, set by the City.
- 1.0.22 The Provider may be able to participate in other city organized programs and events. Participation in these programs and events is solely at the city's discretion.
- 1.0.23 The Provider may not conduct any classes on City of Doral designated holidays.
- 1.0.24 The Provider will be required to take daily attendance of all classes. Attendance must be taken at the beginning of each class and attendance folder must be returned to the reception desk at the end of each day.
- 1.0.25 Any uniform or material fee the Provider requires must be approved by the City 60 days prior to the start of class registration.

- 1.0.26 The Provider agrees that it shall not discriminate against any person because of their race, color, religion, gender, national origin, physical ability or sexual orientation and agrees to abide by all Federal and State laws regarding nondiscrimination.
- 1.0.27 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to solicit the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.

2.0 City's Responsibilities

- 2.0.1 The City of Doral shall maintain the community center facility.
- 2.0.1 The City of Doral shall provide the instructor with an updated class roster prior to the start of each session.
- 2.0.1 The City of Doral shall notify the instructor with any schedule changes.
- 2.0.1 The City of Doral will assist with the promotion of the program by advertising through available City outlets.
- 2.0.1 The City will assist with facility set up for the program, if needed and requested by Provider.
- 2.0.1 The City reserves the right to schedule maintenance projects for facility preservation/restoration purposes. If such projects are scheduled and may interfere with the Provider's services, the City will notify the Provider with at least seven days' notice unless deemed an emergency due to unforeseen circumstances.
- 2.0.1 Provider will be subject to Program Quality Assessments by City.

3.0 Pricing

- 3.0.1 The session price will be determined by the number of class and weeks in the given session.
- 3.0.2 For the purposes of pricing, please base all pricing on an 8 week session on Exhibit D (Program Request Form). This will determine the Price. *Ex. \$8/class—8 week session (class held 2 times each week)= Session Price: \$128*
- 3.0.3 The final number of classes held per week will be determined by the City.

4.0 Registration & Payment

- 4.0.1 Program participants will register directly with the Provider. The Provider will collect all registration fees from participants upon registering.
- 4.0.2 Non-Residents of Doral shall be charged **20% more** than residents of Doral. **The entire balance of this surcharge for non-residents shall be paid to the City.**
- 4.0.3 The City of Doral shall be entitled to 30% of the fees paid and the Provider shall be entitled to 70% of the fees paid. The non-resident surcharge is fully payable to the City.
- 4.0.4 The City of Doral shall receive payment within 14 days after the end of each session.
- 4.0.5 If the Provider would like to implement another procedure for registration & payments, it must be discussed with the City and is subject to City approval.
- 4.0.6 Provider must meet a minimum student enrollment of five (5) participants per class, seventy-five percent (75%) of which must be Doral residents. Maximum capacities may vary depending on facility. It is the Department's sole discretion to set, increase or decrease maximum capacities in writing if not specified within this Agreement.

5.0 Equipment & Materials

- 5.0.1 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.
- 5.0.2 The sales or advertisement of merchandise is restricted to those materials utilized in and for the class. Fundraising activities conducted by the Provider must be approved by the City in advanced. The Provider shall obtain the City's approval of such merchandise prior to its distribution and advertisement or sale.
- 5.0.3 Storage for supplies or equipment is limited. The Provider must issue a request in writing for use of any storage space and the City must approve the request prior to the use of any storage areas.
- 5.0.4 Any supplies or equipment left at the facility will be the responsibility of the Provider. The City will not be responsible for any lost, stolen, or broken equipment or supplies.

5.0.5 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.



EXHIBIT "B"

Parks and Recreation

BACKGROUND CHECK RELEASE FORM

VOLUNTEER CONTRACTUAL EMPLOYEE

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

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

NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBER

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

CURRENT PERSONAL DATA

NAME _____

SOCIAL SECURITY NUMBER _____ DATE OF BIRTH _____

PRESENT ADDRESS _____

CITY _____ STATE _____ ZIP _____

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

SIGNATURE

DATE

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

Criminal background records/information

National Sex Offender Registry check

Credit History Check

Signature of person making this request _____ Title _____

5-13-2009

EXHIBIT "C"
CITY OF DORAL
WAIVER AND RELEASE OF LIABILITY/MEDICAL TREATMENT CONSENT

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

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

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

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

I, on behalf of myself or my child/ward named in the Registration Form, do hereby knowingly, freely, and voluntarily assume all liability for any damage or injury which may occur as a result of me or my child/ward's participation in such activity and will indemnify and hold harmless from any and all liability to release, waive, discharge, and covenant not to sue the City of Doral, its officers, agents, employees, and volunteers from any and all liability or claims which may be sustained by me, my minor child/ward, or a third party directly or indirectly in conjunction with, or arising out of participation in the activity described herein, whether caused in whole or in part by the negligence of the City of Doral or otherwise.

I, on behalf of myself or my child/ward named in the Registration Form, grant permission to transport the participant to and from events, activities, programs, etc. when required and hold harmless those who transport.

I, on behalf of myself or my child/ward named in the Registration Form, also agree to allow transportation of the participant to the nearest physician or hospital for medical treatment and agree for immediate first aid to injured person when deemed necessary.

PHOTO RELEASE

I give permission for any photograph, video tape, or any other form of audio visual record of myself or my child's participation with the City of Doral Parks and Recreation Department to be used by the City of Doral for publicity purposes.

I, on behalf of myself or my child/ward, have read the above provision, fully understand its terms, and understand that I, on behalf of myself or my child/ward, have given up substantial rights by signing this waiver and I acknowledge that I signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and I agree that, if any portion of this Registration Form is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

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

EXHIBIT "D"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Request for Proposal. All program fees are subject to military discounts of 25% per child (50% per sibling) off of the registration cost. Discount only applies to Doral residents and with proper military ID. This information will be used for consideration of program proposals. Use one form per program.

Name of Program: _____

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



There are Quality Assessments every three months. These Assessments will evaluate the quality of the program, how enjoyable it is for the participants, and how efficiently the program is being run by the provider.

- Aug-Nov will be received in Dec
- Dec-Feb will be received in March
- March-May will be received in June
- Final review and Total points Aug-May will be received in June

The Quality Assessments will be broken down into two categories: Program Assessment Portion and Provider Assessment Portion.

Program Assessment Portion

- Registrants – Maximum 5 points each month
 - 80% or more to capacity and at least 80% of those registered being Doral City residents will result in the maximum 5 points that month. 70% or more to capacity and at least 70% of those registered being Doral City residents will result in 4 points that month. 60% or more to capacity and at least 60% of those registered being Doral City residents will result in 3 points that month. 50% or more to capacity and at least 50% of those registered being Doral City residents will result in 2 points that month. 50% or less to capacity and/or less than 50% of those registered being Doral City residents will result in 1 point that month.
- Surveys
 - All participants will receive a survey from Survey Monkey. Program must receive 90% overall participants to be satisfied with program for full allotted points. 4 points for 85%, 4 points for 80%, 2 points for 75% and 0 points if there is less than 70% satisfied.

Provider Assessment Portion

- Payments on time each month – Maximum 5 points each month
 - Payment in full requires full payment by the 14th of the following month and including copy of roster, date of payments and amount paid (and including 20% non-resident fee). The report(s) will include this information along with the amount due to the City. If the report(s) is missing information or the payment is

not received and in full on time it is considered late. If anything is missing – There will be along with a \$750 late fee, 2 points will be deducted from the possible 5 points for each month's payment. If the full payment and report(s) are not submitted by the end of the month an additional \$750 late fee will be assessed and an additional 2 points will be deducted from the possible 3 points remaining points of the original 5. If the payment is made after the conclusion of that month only 1 point will be assessed for the payment points that month.

- Spot Checks – Maximum 5 points each month
 - Program Coordinator and staff will conduct random spot checks to assess the quality of the program. If coaches are not wearing their required ID badges, practices are not starting and ending on time or there are conduct issues these would result in missing points each month. These will be assessed at the Program Coordinator's discretion and the program will be notified of their points each month.



Program Provider Quarterly Assessment

Provider _____
 Date _____
 Session _____

Program Assessment Portion

Criteria:

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

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

Scores:

Total Capacity Allowed _____

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

Satisfaction Survey	
% Satisfied	
Points	

1st Monthly points _____

2nd Monthly points _____

3rd Monthly points _____

Quarterly Survey _____

Total Points for Program Assessment Portion _____

Notes:

City:

Provider:

Provider Assessment Portion

Criteria:

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

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

Scores:

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

	Offenses	points
1st Month		
2nd Month		
3rd Month		

Notation of Issues _____

Standings

Criteria:

Standing for Each
Assessment

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

Points received for Program Assessment	
Standing achieved for Program Assessment	

Points received for Provider Assessment	
Standing achieved for Provider Assessment	

Coordinator Signature _____
 Provider Signature _____

Program: Days: Begins Start Time: (R) Fee: Monthly Fee:	Ends: End Time: (NR) Fee: Monthly Fee:	Instructor: _____ Address: _____ Facility _____ Deposit Dates _____ <i>Month of ---</i>
--	---	--

	Last	First	Fee	Non-Res 20% Sur	%City	% Ins		Last	First	Fee	Non-Res 20% Sur	%City	% Ins
1							22						
2							23						
3							24						
4							25						
5							26						
6							27						
7							28						
8							29						
9							30						
10							31						
11							32						
12							33						
13							34						
14							35						
15							36						
16							37						
17							38						
18							39						
19							40						
20							41						
21							42						
TOTALS			\$0.00	\$0.00	\$0.00	\$0.00				\$ -	\$0.00	\$0.00	\$0.00

Total Registered: _____
Total Residents: _____
Total Non-Residents: _____
Grand Total Collected: _____ \$0.00

Amount to City (%) \$0.00
Amount to Instructor (%) \$0.00

Date Submitted: _____

Received By: _____

*****Highlighted names identify Split Payment**

**** Highlighted names identify non-resident**

*** Highlighted names identify Family Discount**

EXHIBIT "G"

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. Operations (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 | \$1,000,000 |
| Policy Aggregate | \$1,000,000 |
- "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.

RESOLUTION No. 19-278

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2019-34 "SENIORS AND SPECIAL NEEDS RECREATIONAL PROGRAMS" TO THE TOP RANKED FIRMS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH COLORMOTION ART STUDIO LLC., MIND & MELODY AND DOJO OF EXCEPTIONAL WELLNESS FOR THE PROVISION OF RECREATIONAL PROGRAMS FOR SENIORS AND SPECIAL NEEDS FOR AN INITIAL PERIOD OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO (2) ONE (1) YEAR PERIODS FOR A TOTAL OF FIVE (5) YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 13, 2019, the City advertised Request for Proposals # 2019-34 "Seniors and Special Needs Recreational Programs" for the provision of providing recreational programs for seniors and special needs populations; and

WHEREAS, eleven (11) firms attended the mandatory pre-bid meeting on September 25, 2019. Four (4) submittals were received and opened on October 10, 2019, with all firms meeting the required criteria set forth in the Request for Proposals; and

WHEREAS, On October 29, 2019, the evaluation committee scored and ranked the submittals based on a three-hundred point (300) scale.

WHEREAS, Staff respectfully requests City Council approval to authorize the City Manager to negotiate and enter into agreements with Colormotion Art Studio LLC., Mind & Melody, and DOJO of Exceptional Wellness to provide recreational programs for seniors and special needs populations for an initial period of three (3) years with the option to renew for two (2) one (1) years for a total of five (5) years. All providers will be responsible for accepting registrations and paying the City the agreed upon revenue percentage of twenty-

thirty (20%-30%) percent which will be deposited into account 001.0019000.347405 (Recreation- Community Center).

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. Approval & Authorization. The City Council hereby approves the award of RFP # 2019-34 to the top ranked firms and authorizes the City Manager to negotiate and enter into agreements with Colormotion Art Studio LLC., Mind & Melody, and DOJO of Exceptional Wellness to provide recreational programs for seniors and special needs populations for an initial period of three (3) years with the option to renew for two (2) one (1) years for a total of five (5) years. All providers will be responsible for accepting registrations and paying the City the agreed upon revenue percentage of twenty-thirty (20%-30%) percent which will be deposited into account 001.0019000.347405 (Recreation-Community Center). The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interest of the City. This Authorization does not create or confer any rights to Colormotion Art Studio LLC, Mind & Melody and DOJO of Exceptional Wellness.

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

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

The foregoing Resolution was offered by Councilmember 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	Not Present at Time of Vote
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 19 day of November, 2019.




JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY