



Edward Rojas
City Manager

March 31 2017

Cristina Bolt
13140 SW 21 Street
Miami, FL 33175

Ref: Contract Extension – Cristi's Dance Studio

Dear Ms. Bolt:

The City is exercising its option to extend its agreement with the Cristi's Dance Studio for the provision of an orchestral training program (the "Agreement") for a period of one month through May of 2017 (the "Extended Term"). The terms of the Agreement will continue in full force and effect through the Extended Term.

Please kindly acknowledge receipt of this notice by signing in the corresponding area below and returning an original copy to my office at your earliest possible convenience.

The City wishes to thank you for the services you have provided. It is fully recognized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral community.

Sincerely,

(Signature)
Edward Rojas
City Manager

DAE

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind Cristi's Dance Studio, hereby execute this notice as of the date below.

Cristi's Dance Studio

C Bolt

Cristina Bolt, Owner

4-4-17

Date



Memorandum

Date: March 28, 2017

To: Barbara Hernandez, Parks & Recreation Director

From: Steven Diaz, Recreation Programs Coordinator *SD*

Subject: Contract Extension – Cristi's Dance Studio

Cristi's Dance Studio has provided dance/ballet classes for the City of Doral since 2007. More recently, Cristi's Dance Studio bid and was awarded RFP #2013-33 for the provision of ballet programming for a period of one year with two additional one year renewals in 2014 (Reso. #14-43). Since signing the agreement with the City (attached), the Cristi's Dance Studio has abided by its contractual guidelines without fault. Cristi's Dance Studio pays the City 20% of its revenue on a monthly basis to cover the costs of facility usage.

The program caters to male and female participants from ages 3 to 10 and has consistently offered high quality programming to over 20 participants each session. Sessions run 8-10 weeks per season annually but do not take place during the summer. Surveys that were conducted during the closing weeks by the City reported over a 95% satisfaction rate among participants. Surveys and summary report sheet are attached.

The owner, Ms. Cristina Bolt, has done an excellent job in working with staff to provide the best service possible. She communicates regularly and is a pleasure to work with.

It is my recommendation that the City extend its contract with Cristi's Dance Studio for an additional one month through May 2017. Pursuant to Section 2.1 of the Professional Services Agreement between the City of Doral and Cristi's Dance Studio, the City Manager may extend the term of the contract up to an additional 180 days by written notice to the Provider. This would give Cristi's Dance Studio adequate time to submit a proposal for the upcoming recreational programming bid, if interested. Ms. Bolt is an exceptional example to our community and this extension would only continue that trend.



Edward A. Rojas
City Manager

April 30, 2016

Cristina Bolt
Owner
13140 SW 21 Street
Miami FL 33175

Ref: Renewal of Contract – Cristi's Dance Studio

Dear Ms. Bolt:

After reviewing the recommendation from staff (memorandum attached), the City of Doral would like to exercise the option to renew your agreement for its final year through April of 2017. This contract renewal will be under all the same terms and prices as the original contract.

If you choose to accept this agreement, kindly sign and return this letter at your earliest convenience.

The City wishes to thank you for the services you have provided. It is fully recognized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral community.

If you have any question please do not hesitate to contact me.

Sincerely,



Edward A. Rojas
City Manager

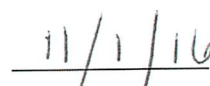
DAE

Foregoing terms read, understood and agreed upon by:

Cristi's Dance Studio


Cristina Bolt, Owner

Date:






Memorandum

Date: April 30, 2016

To: Barbara Hernandez, Parks & Recreation Director

From: Steven Diaz, Recreation Programs Coordinator 

Subject: Contract Renewal – Cristi's Dance Studio

Cristi's Dance Studio has provided dance/ballet classes for the City of Doral since 2007. More recently, Cristi's Dance Studio bid and was awarded RFP #2013-33 for the provision of ballet programming for a period of one year with two additional one year renewals in 2014 (Reso. #14-43). Since signing the agreement with the City (attached), the Cristi's Dance Studio has abided by its contractual guidelines without fault. Cristi's Dance Studio pays the City 20% of its revenue on a monthly basis to cover the costs of facility usage.

The program caters to male and female participants from ages 3 to 9 and has consistently offered high quality programming to over 20 participants each session. Sessions run 8-10 weeks per season annually but do not take place during the summer. Surveys that were conducted during the closing weeks by the City reported over a 95% satisfaction rate among participants. Surveys and summary report sheet are attached.

The owner, Ms. Cristina Bolt, has done an excellent job in working with staff to provide the best service possible. She communicates regularly and is a pleasure to work with.

It is my recommendation that the City renew its contract with Cristi's Dance Studio for an additional one year beginning April 2016. Ms. Bolt is an exceptional example to our community and this one-year renewal would only continue that trend.

Attachments

Survey Report

Professional Services Agreement – Cristi's Dance Studio

Resolution 14-43

SURVEY REPORT

City of Doral Parks & Recreation Department
Recreation Comment Card
TELL US ABOUT YOUR EXPERIENCE!

	1	2	3	4	5														
RATING SCALE	Very Poor	Poor	Average	Good	Excellent						Program:	Ballet - Fall 2016 (100% Satisfaction Rate)							
SCORE SUMMARY	1	Resp.	2	Resp.	3	Resp.	4	Resp.	5	Resp.	TOT								
OVERALL SATISFACTION	0%	0	0%	0	0%	0	56%	5	44%	4	9								
Programs/Activities												Are you a resident of Doral?							
												Yes		89%	8	No		11%	1
												If no, from what City? _____							
												TOTAL		9					
Community Center												*How did you hear about our program?							
Instructor Knowledge/ Expertise	0%	0	0%	0	0%	0	33%	3	67%	6	9								
Program Affordability	0%	0	0%	0	11%	1	56%	5	33%	3	9								
Promotional/ Marketing of Program	0%	0	0%	0	33%	3	22%	2	44%	4	9								
Duration of Class	0%	0	0%	0	11%	1	22%	2	67%	6	9								
Efficiency of Registration Process	0%	0	0%	0	0%	0	33%	3	67%	6	9								
Cleanliness of Facility	0%	0	0%	0	0%	0	44%	4	56%	5	9								
Multi-Purpose Room Capacities	0%	0	0%	0	0%	0	33%	3	67%	6	9								
Customer Service	0%	0	0%	0	0%	0	33%	3	67%	6	9								
Hours of Operation	0%	0	0%	0	0%	0	33%	3	67%	6	9								
Program Variety offered	0%	0	0%	0	0%	0	56%	5	44%	4	9								
TOTAL	0%	0	0%	0	5%	5	38%	38	57%	56	99								
**What additional programs, activities, and sports are of interest to you or any additional comments?												Doral TV 0% 0 Website 44% 4 Flyer 33% 3 Banner 0% 0 City Newsletter 0% 0 Recreation Digest 0% 0 Mailing List 0% 0 Word of Mouth 22% 2 Other 0% 0 style="text-align: right;">TOTAL 9							
												Would you recommend our programs to a friend? Yes 100% 8 No 0% 0 style="text-align: right;">TOTAL 8							

RESOLUTION No. 14-43

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING AN AGREEMENT WITH CRISTI'S DANCE STUDIO FOR THE PROVISION OF BALLET PROGRAMMING FOR THE CITY OF DORAL PARKS AND RECREATION DEPARTMENT FOR A PERIOD OF ONE (1) YEAR WITH TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER FISCAL YEAR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to RFP #2013-33 titled "Ballet Services," the City of Doral received one (1) response by the January 15, 2014 at 11:00 a.m. deadline; and

WHEREAS, the sole response submitted by Cristi's Dance Studio was deemed to be a responsible proposer scoring an average of 94.7 out of a possible 100 points; and

WHEREAS, Staff respectfully requests that the City Council approve an agreement for the provision of ballet programming services for the City of Doral Parks and Recreation Department for a period of one (1) year with two (2) additional one (1) year renewals, in the amount of \$25,000.00 per year (the "Agreement").

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

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Approval. The Agreement between the City and Cristi's Dance Studio for the provision of ballet programming services for the City of Doral Parks and Recreation Department, a copy of which is attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to

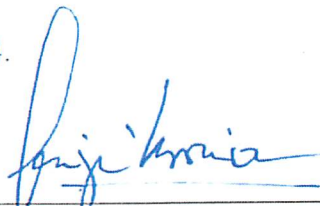
execute the Agreement and expend budgeted funds on behalf of the City.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor Fraga who moved its adoption. The motion was seconded by Councilmember Rodriguez Aguilera and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 12th day of March, 2014.



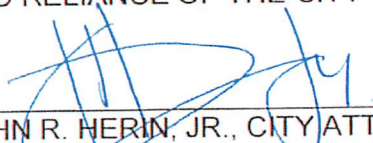
LUIGI BORIA, MAYOR

ATTEST:

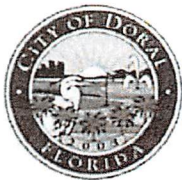


BARBARA HERRERA, CITY CLERK

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



JOHN R. HERIN, JR., CITY ATTORNEY



CITY OF DORAL
RECORD (MASTER) COPY
TRANSMITTAL FORM
 OFFICE OF THE CITY CLERK

Transmittal From: Parks & Recreation
Department

Delivered by: Ashley Barcena
Name

Date of Transmittal: May 8, 2014

City Clerk's Date Stamp
 15-12-14 11:07 AM RCW

The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> Vehicle Title |
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Special Magistrate Order |
| <input type="checkbox"/> Lease | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Deed | _____ |
| <input type="checkbox"/> Bond Documentation | _____ |

Is this record (master) copy to be recorded with the County Clerk? Yes No

Is this contract/ agreement: Capital Improvement Non Capital Improvement

Description of Record Copy: Professional Services Agreement Between The City of Doral and Cristi's Dance Studio.

Approved by Council: Yes No Council Meeting date: March 12, 2014

Office of the City Clerk Administrative Use Only

Received by: Barbara Herrera

Reviewed for completion by: Barbara Herrera

Returned to originating Department for the following corrections on: N/A (Date)

Digital archive: 5/12/14 (Date) Hard copy archive: 5/12/14 (Date)

Tracking Log: 5/12/14 (Date) Website: 5/12/14 (Date)

Copy provided in electronic format to originating Department on 5/12/14 (Date)

Originals returned on N/A (Date)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND THE
Cristi's Dance Studio
(Provider name)**

THIS AGREEMENT is made between Cristi's Dance Studio, 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 Ballet Classes (the "Services"); 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 the Services to the City 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 through March 2015, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this Agreement for two (2) additional one (1) year periods once the initial term of this agreement has expired. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Provider.

2.2 Provider agrees that time is of the essence and Provider shall complete the Services within the timeframes set forth in the Scope of Services, unless extended by the City Manager.

2.3 After a two (2) month trial period, the class will be evaluated by the Department, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, class enrollment should fall below the required minimum, the Provider will be allotted four (4) weeks to bring enrollment up to the required minimum. The class will be reevaluated and execution or termination of the contract will be determined by the Department.

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, 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.

The City agrees to collect all fees from participants, and the provider agrees to provide City with a schedule of fees to be charged to participants (Exhibit "A" Section 1.1.2). It is agreed that the City's sole obligation shall be to collect the fees from the participants and to remit the 70% of the fees collected to the provider with a pay-out report of all monies collected. Payment will be made to the provider within ten to fourteen (10-14) business days of the end of each month or session or program, whichever occurs first.

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 City shall pay Provider in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City 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 City 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 City Manager or his designee.

5. **City's Responsibilities.**

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

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional ballet 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 Providers 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 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 Services.
- 8.3 In the event of termination by the City, the Provider shall be paid for all Services provided through the date of termination, subject to Provider first complying 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 Services 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: Joe Carollo, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Weiss, Serota, Helfman,
Pastoriza, Cole and Boniske
City Attorney

Daniel A. Espino
2525 Ponce de Leon Blvd., 7th Floor
Coral Gables, FL 33134

For The Provider: Cristi's Dance Studio
13140 SW 21 St
Miami FL 33175

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, or the Southern District of 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, 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.

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 Services.

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.

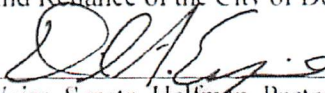
Attest:


Barbara Herrera, City Clerk

CITY OF DORAL

By: 
Joe Carollo, City Manager
Date: Jose Carollo

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


Weiss, Serota, Helfman, Pastoriza, Cole and Boniske
City Attorney

PROVIDER

By: Cristina Bolt
Its: C Bolt
Date: 4-29-14