

Memorandum

Date:	November 1, 2023
То:	Erin Sullivan, Parks & Recreation Director
From:	Chris Hovde, Recreation Programs Coordinator
Subject:	Contract Renewal – Core Yoga – Yoga Recreation Programming

Core Yoga provides Yoga Recreation Programming Management at Doral Legacy Park.

Core Yoga has always offered excellent Instructional Yoga Programming and communicates well to participants as well as our staff. They have a strong following with committed participants registering for a full season regularly as well as offering drop-in prices for participants desiring the flexibility to pay as they go on specific dates.

The partnership is beneficial for all parties involved, specifically for the participants in our community who will have an opportunity to enroll in this After School Care Program.

It is my recommendation that the City renew its contract with Core Yoga for the first of the two one (1) year renewals of the existing agreement (attached), with the new agreement ending November 19, 2024.

Attachments

Professional Services Agreement Resolution No. 21-89 Certificate of Insurance Worker's Compensation Exemption



Barbie Hernandez November 1, 2023 City Manager

> Janelle Vecin 641 Oriole Avenue Miami Springs, FL 33166

Ref: Contract Renewal - Core Yoga

Dear Ms. Janelle Vecin

The City of Doral is exercising its option to renew your agreement for the provision of offering Instructional Yoga Programming for a period of one year through November 19, 2024. This contract renewal will be under the same terms and conditions as the original contract.

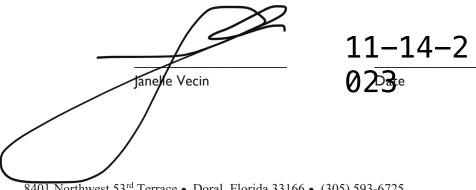
The City of Doral wishes to thank you for your continued services. It is fully recognized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral community.

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.

Sincerely,

Barbie remandez City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind the Core Yoga, hereby execute this notice as of the date below.



8401 Northwest 53rd Terrace • Doral, Florida 33166 • (305) 593-6725 www.cityofdoral.com

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL AND CORE YOGA FOR YOGA RECREATION PROGRAMMING

THIS AGREEMENT is made between **CORE YOGA** (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 <u>Yoga Recreation Management</u> (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. <u>Scope of Services/Deliverables.</u>

- 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as **Exhibit "A"**, which is incorporated herein and made a part hereof by this reference.
- 1.2 The "Scope of Services" includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.

2. <u>Term/Commencement Date</u>.

- 2.1 The term of this agreement shall become effective upon execution by both parties and shall remain in effect through two (2) years after the execution date, 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 terms.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

3. Compensation and Payment.

The Provider shall be compensated in the following manner:

The City of Doral will handle the registration for Core Yoga Classes. The City of Doral will collect any registration fees from participants upon registering. The City of Doral will pay provider \$60/hr.

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

5. <u>City's Responsibilities</u>.

- 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 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 Service as is ordinarily provided by a Yoga program management provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Service, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Service, 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.
- 6.3 The Provider will be responsible for their own storage space and equipment.

7. <u>Conflict of Interest</u>.

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. <u>Termination</u>.

- 8.1 The City Manager for any reason 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 providing the Service.
- 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 Service 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. <u>Insurance</u>.

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. The provider represents and warrants that it has only one employee and is therefore not required to carry worker's compensation insurance.

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:	Hernan M. Organvidez Interim 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 rd Terrace Doral, FL 33166

For The Provider: Janelle Vecin Manager Core Yoga 641 Oriole Avenue Miami Springs, FL 33166

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. Non-assignability.

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. <u>Severability</u>.

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, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

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.
- 19.2 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

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 Service.

21. <u>Waiver</u>

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. <u>Removal of Unsatisfactory Personnel</u>

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 with written justification as to why removal is not warranted. 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.

26. Force Majeure

26.1 Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

26.2 In the event such an event prevents performance thereunder for a period in excess of ninety (90) days, then either party may elect to terminate or suspend this Agreement by a written notice.

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.

Attes

Connie Diaz, City Clerk

CITY OF DORAL

-ne By: Hernan M. Organvidez, Interim City Manager Date: 11192

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

Luis Figueredo, ESQ. City Attorney

PROVIDER Janelle Vecin Bv:

Its:	MANAGER	
Date:	October 28, 2021	

Exhibit A

Scope of Services

Section 1- Provider Responsibilities

- 1.1 The Provider's services shall be performed on the days and hours set forth on the Program Request Form submitted for such services, such form set forth as Exhibit D hereto.
- 1.2 The Provider and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "Department", will agree upon class schedules, as well as potential game and tournament schedules. Provider agrees to submit a Program Request Form to the Department for each class being proposed not less than four (4) weeks prior to the beginning of each session. All such forms shall be deemed to form a part of this Agreement. Classes and other programs should allow for setup time for back to back classes.
- 1.3 Provider must meet minimum student enrollment of five (5) participants based upon the type of program as described below in Article 5.0 titled "Activity Classifications and Class Size Minimums". The City will provide the classroom or field/court space with a maximum of twenty five (25) participants per class. <u>The Provider agrees to take daily attendance of all students registered for the class.</u>
- 1.4 The fee charged to each participant will be described as in the Program Request Form for such class for residents of Doral and <u>20% more</u> for non-residents of Doral. <u>The entire balance of this surcharge for non-residents shall be paid to the City.</u> Provider may not charge more than the approved rate listed on **Exhibit "D".**
- 1.5 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.
- 1.6 The Provider agrees that they shall be solely responsible for all costs and /or expenses associated with, or as a result of its operation under this Agreement. The Provider shall stipulate and certify that he/she is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of this Agreement.

- 1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to purchase the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.
- 1.8 Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. <u>The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.</u>
- 1.9 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.
- 1.10 The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. <u>Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.</u> The City reserves the right to cancel game or practice sessions for City sanctioned activities or events and agrees to notify Provider of said cancellations in writing.
- 1.11 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.
- 1.12 Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- 1.13 The Department or 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.
- 1.14 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.

- **1.15** The Provider also acknowledges that he or she is primarily responsible for the conduct of the students in all classes under his or her charge.
- If the Provider will be providing Services directly with minor children without parental 1.16 supervision, the Provider shall, prior to commencing Services under this Agreement, comply with the City's policy regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level II screening. 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 come in contact with a child at the Provider's sole expense. 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. If the Provider has recently had a background screening conducted by another agency, 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").

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** "C").

1.17 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 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.

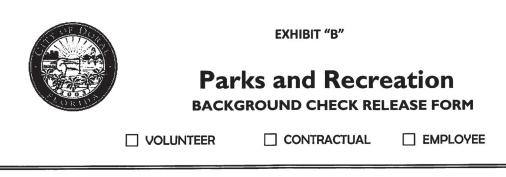
The Provider will collect all fees from the participants. The Provider shall pay 25% of the gross income after each month to the City in the form of a check made payable to: *The City of Doral*. Payment to the City must be made within fourteen (14) calendar days after the end of each month. Payments which are made after fourteen (14) calendar days are

considered late. The City shall assess a 10% late fee on payments not received within fourteen (14) days after the end of each month. The Provider may also be assessed an additional 10% 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.

- 1.18 Provider will be subject to Program Quality Assessments by City (Exhibit "E").
- 1.19 The Provider shall have the necessary capabilities to provide Virtual Programming to the community in the case that City facilities are closed for an extended period of time.



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

SOCIAL SECURITY NUMB	ER	DATE OF BIRTH
PRESENT ADDRESS		
CITY	STATE	ZIP
ASSOCIATES, AND ANYO NATURE ARISING FROM (NE ACTING ON THEIR BEHALF FR OR RELATED TO THE PREPARATION OREPORT AND THE DISCLOSURE	CK AND RELEASE THE CITY OF DORAL, ITS AFFILIATES, ROM ANY AND ALL CLAIMS OR LIABILITIES OF ANY DN OF THE INFORMATION CONTAINED IN THE OF SUCH INFORMATION FOR

SIGNATURE

DATE

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

National Sex Offender Registry check

Credit History Check

Signature of person making this request ______ Title ______

5-13-2009

Exhibit "C"

<u>CITY OF DORAL</u> 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:

<u>Morgan Levy Park, 5300 NW 102nd Avenue / Doral Meadow Park, 11555 NW 58th Street /</u> <u>Doral Glades Park, NW 98th Place/ Doral Legacy Park, 11400 NW 82nd Street / Doral Central Park, 3000 NW 87th Avenue/</u> <u>Downtown Doral Park, 8395 NW 53rd Terrace/ Doral Government Center, 8401 NW 53rd Terrace.</u> (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 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 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: _____ Yoga classes for Seniors and Yoga Classes for all level participants over 18 18 to no maximum age required Participant Ages: from _____ days, Wednesdays, Fridays; Vistaal Yoga: Mondays, Wednesdays and Fridays Day(s) of the week program is offered: Your Mandays and Wednesdays; Senior Your Mo

Time of Program: from Togs: NR W @ 7 Phi-8 Phi; Senior Togs: N/W/P @ 10 AM-11 AM; Virtual Yogs: M @ 7 Phi-8 Phi & M@ 10

to March 2024 Program Dates: from _____ March 2021

4

Program Feety to charge \$201.60residents/\$241.92 nonresidents for yoga; \$42 residents/\$50.40 nonresidents for Senior yoga no max. participation -should space allow- (6 ft distance)

Materials to be supplied by participants: _____ Yoga mat or towel, water/refreshments, hand towel.

any additional props they require to participate comfortably and safely.

Materials to be supplied by Provider: _Yoga instructor, music, any additional items to set and maintain the ambience (example: use of essential oils, essential mists, props)

Materials to be supplied by the City: Indoor space/room to conduct the class comfortably, chairs for Senior classes, clean environment

Additional Program Requirements: _____ Participants must adhere to CDC safety protocals

including but not limited to hand washing/cleansing, facial mask wearing and 6 feet social distance

Point of Contact: _______Janelle Vecin

Program Enrollment: Minimum ____

Address: <u>641 Oriole Avenue</u>

City/State/Zip Code: Miami Springs, FL 33166

Phone Number: 305-542-9388

Fax: _

E-mail: <u>COREYOGA@HOTMAIL.COM</u>



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	

Scores:

Total Capacity Allowed _____

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

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

Satisfaction Survey	
% Satisfied	
Points	

1st Monthly points	
2nd Montly points	
3rd Monthly points	
Quarterly Survey	
Total Points for Program Assesment Portion	

Notes:

City:

Provider:

Quarterly Assessment continued on backside

Provider Assessment Portion

Criteria:

Full payment and correct reports			
5 points	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 _____ DocuSign Envelope ID: 63229806-7326-4D79-99F0-DDED12B4648C

Pro	gram :										Instructor:	Strand L.		S. Key			
Sta	/s: ision Begins: rt Time: sident Fee:	Ends: End Tim Non-Re	e: sident Fee:								Facility:						
											**14 business of	days after end					
	Last	First	Res.	Non-Res 20% Sur		%City	xx	% Ins		Last	First	Res.	Non-Res 20% Sur	xx	%City	xx	% Ins
1					\$	-	\$	-	24					\$	-	\$	- 4
2					\$	-	\$	-	25					\$	-	\$	- /
3					\$	-	\$	-	26					\$		\$	-
4					\$	-	\$	-	28					\$	-	\$	-
5					\$	-	\$	-	29					\$	-	\$	-
6					\$	-	\$	-	31 32					\$	-	\$ \$	-
7 8					\$ \$	-	\$ \$	-	32					\$ \$	-	э \$	-
0 9					\$		\$	-	34					\$		\$	1.89
10					\$	_	\$	-	35					\$	-	\$	-
11					\$	-	\$	-	36					\$	-	\$	-
12					\$	-	\$	-	37					\$	-	\$	-
13					\$	-	\$		38					\$	-	\$	-
14					\$	- //	\$	-	39					\$	-	\$	-
15					\$	-	\$	-	40					\$	-	\$	-
16					\$	-	\$	-	41					\$	-	\$	-
17					\$	-	\$	-	42					\$	-	\$	-
	TOTALS		0.00	0.00		0.00		0.00				\$ -	\$ -	\$	-	\$	-
	Total Registere Total Collected Total Collected-I Grand Total Co	-Residents: NonRes. Surcharge	0.00 0.00 0.00							Amount to City (30%)+ 20% Surcharge <mark>Amount to Ir</mark>	y nstructor (XX%	0.00 <mark>% 0.00</mark>					
										Received by Park Super	y Admin on :_ visor Signatu	re:					
	** Highlighted	names identify pr	o-ration														

Exhibit "F" - Payout Form

EXHIBIT "G"

MINIMUM INSURANCE REQUIREMENTS

I. **Commercial General Liability**

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 & Completed Operations	\$1,000,000

Coverage / Endorsements Required City of Doral included as an additional insured Primary Insurance Clause Endorsement Waiver of Subrogation in favor of City Sexual Abuse & Molestation Premises and Operations Liability

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. **Business Automobile Liability**

Limits of Liability Bodily Injury and Property Damage Combined Single Limit Any Auto/Owned Autos or Scheduled Autos Including Hired and Non-Owned Autos Any One Accident

\$300,000

Coverage / Endorsement Required Employees are covered as insureds City of Doral included as an additional insured

III. Workers Compensation (Coverage A)

Statutory- State of Florida

Include Employers' Liability Limits (If Applicable): \$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

Workers Compensation insurance is required for all persons fulfilling this con tract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the IV. required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

V. Accident Medical/Participant Legal Liability (If Applicable)

\$25,000 Limit/Excess

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

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 with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder:	City of Doral, Florida
	8401 NW 53rd Terrace
	Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida, and must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.



Tel: 1-800-841-3000

GEICO General Insurance Company One GEICO Center Macon, GA 31295-0001

Declarations Page

This is a description of your coverage. Please retain for your records.

Policy Number: 4528-23-76-07 Coverage Period:

07-31-21 through 01-31-22 12:01 a.m. local time at the address of the named insured.

Date Issued: June 27, 2021

MANUEL A VECIN AND JANELLE VECIN 641 ORIOLE AVE MIAMI SPRINGS FL 33166-3922

Email Address: mannyvecin@gmail.com

<u>Named Insured</u> Manuel Alejandro Vecin Janelle Vecin		Additional Drivers None		
Vehicles	VIN	Vehicle Location	<u>Finance Com</u> Lienholder	ipany/
1 2014 Ford Explorer	1FM5K7D82EGB88328	MIAMI SPRINGS FL 33166-3922		
2 2021 Volvo XC90	YV4102CK0M1734180	MIAMI SPRINGS FL 33166-3922	Volvo Car Fin Services	ancial
<u>Coverages*</u>	Limits and/or D	eductibles_	Vehicle 1	Vehicle 2
Bodily Injury Liability Each Person/Each Occurrence	\$100,000/\$3	300,000	\$210.70	\$156.00
Property Damage Liability	\$100,0	00	\$82.40	\$62.40
Personal Injury Protection	Non-Ded/In	sd&Rel	\$64.80	\$78.20
Uninsured Motorist/Stacked Each Person/Each Occurrence	Insured R	ejects	-	-
Comprehensive (Excluding Collis	ion) \$500 D	ed	\$67.40	\$99.10
Collision	\$500 D	ed	\$95.10	\$127.10
Emergency Road Service	ERS FL	JLL	\$4.40	\$2.20
Rental Reimbursement	\$35 Per \$1,050 I		\$14.70	\$14.70
Mechanical Breakdown	\$250 D	ed	-	\$17.10

Coverages*	Limits and/or Deductibles	Vehicle 1	Vehicle 2
Six Month Premium Per Vehicle	······································	\$539.50	\$556.80
Total Six Month Premium			\$1,096.30

*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Discounts	
The total value of your discounts is	\$502.90
Seatbelt (All Vehicles)	\$22.20
Anti-Theft Device (All Vehicles)	\$17.30
Anti-Lock Brakes (All Vehicles)	\$41.70
5 Year Good Driving (All Vehicles)	\$255.60
Multi-Car (All Vehicles)	\$62.00
Passive Restraint/Air Bag (All Vehicles)	\$84.00
New Car (Veh 2)	\$20.10

Contract Type: A30FL, FAMILY AUTO INSURANCE POLICY

Contract Amendments: ALL VEHICLES - A30FL(03-20) SIGPGCW(07-20)

Unit Endorsements: UE30FL(03-20) (VEH 2); UE316F(02-15) (VEH 2); A115(06-19) (VEH 1,2); A431(06-19) (VEH 1,2); A180H(10-19) (VEH 2)

Countersigned by Authorized Representative

Ne With

Important Policy Information

- If you have any questions about this policy, about the insurance services we offer, or if you need assistance resolving a complaint please contact GEICO at 1-800-841-3000. We can assist you with your personal insurance needs.
- Please review the front and/or back of this page for your coverage and discount information.

Important Policy Information

- Reminder Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA, however, in Virginia coverage is limited for custom furnishings or equipment on pick-up trucks and vans but you may purchase coverage for this equipment. Please call us at 1-800-841-3000 or visit us at geico.com if you have any questions.
- We have a new rating program available. If you're interested in learning more, inquire at 1-866-422-0360.
- As your vehicle ages, the Multi-Risk Coverage you carry becomes nearly impossible to replace. Renew your policy today and enjoy continuous coverage against costly mechanical breakdowns.
- Confirmation of coverage has been sent to your lienholder and/or additional insured.
- Claims incurred while an insured vehicle is being used to carry passengers for hire may not be covered by this contract. Please review the contract for a full list of exclusions and contact us if you plan to use any of your insured vehicles for this purpose.
- Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree. GEICO asks that you support us in the battle against insurance fraud by reporting any suspicious activities to GEICO at (800) 824-5404 x3313 or the National Insurance Crime Bureau (NICB) (800) TEL-NICB or www.nicb.org. Your call is free. Your call can be anonymous. You could be eligible for a reward.

DEC_PAGE (06-16) (Page 4 of 4)



Memorandum

Date: November 10, 2021

To: Matilde Menendez, Finance Director

From: Luis Figueredo, City Attorney

Subject: Blaxberg, Grayson, Kukoff and Forteza- Invoice Summary (Invoices 143103,144984, 148644, 149201,149713 and 150697)

Please be advised that our office received invoices of services that have been provided by the vendor mentioned above. Several of the services provided by Blaxberg law firm were for the Doral Parks Bond parks projects.

Our office has reviewed and highlighted the items that are Park Bond related. Please see the breakdown below:

Invoice #	Amount
150697	\$125.00
	\$125.00
	\$575.00
	\$75.00
	\$375.00
	\$800.00
	\$150.00
	\$100.00
	\$400.26
Total	\$2,725.26

Invoice #	Amount
144984	\$325.00
	•
	\$375.00

Invoice #	Amount				
149713	\$50.00				
Total	\$50.00				

Invoice #	Amount					
143403	\$45.00					
	\$375.00					
	\$300.00					
	\$15.00					
	\$150.00					
	\$55.25					
Total	\$940.25					

Invoice #	Amount				
Doral- United investments	\$750.00				

	\$375.00				
	\$350.00				
Total	\$1,425.00				
Invoice #	Amount				
148644	\$125.00				
	\$100.00				
	\$50.00				
	\$625.00				
	\$150.00				
	\$75.00				
	\$50.00				
	\$125.00				
	\$375.00				
	\$25.00				
	\$500.00				
	\$750.00				
	\$300.00				
	\$100.00				
Total	\$3,350.00				

Total	\$750.00
Invoice #	Amount
149201	\$375.00
	\$225.00
	\$450.00
	\$125.00
	\$105.10
Total	\$1,280.10

Grand Total

\$10,520.61

The grand total of the invoices is \$27,513.11. Our office is requesting that the \$10,520.61 in fees related to the park's projects be paid from the Park Bond fund. In addition, please be advised that the vendor has also written off \$2,992.50.

With the amount detailed above incorporated, the total amount owed to the vendor is \$14,000.00.

Grand Total	\$27,513.11
Doral Park	
Bond	(\$10,520.61)
Write Off	(\$2,992.50)
New Total	\$14,000.00

APPROVED

DATE

DISAPPROVED

Matilde Menendez Finance Director Matilde Menendez Finance Director

DATE (MM/DD/YYYY) ALUKU **CERTIFICATE OF LIABILITY INSURANCE** 12/4/2020 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT PRODUCER Alliant Insurance Services, inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285 PHONE (A/C, No, Ext): (855) 827-9642 FAX (AC. No): (703) 563-1510 E-MAIL ADDRESS: yoga-questions@alliant.com INSURER(S) AFFORDING COVERAGE NAIC# 00000 MILLER A: Lloyd's of London INSURED INSURER B : INSURER C: CORE YOGA LLC **641 Oriole Avenue MSURER D** : Miami Springs, FL 33166 NSURER E: INSURER F : **CERTIFICATE NUMBER: REVISION NUMBER:** COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR LIMITS POLICY NUMBER TYPE OF INSURANCE 1.000.000 X COMMERCIAL GENERAL LIABILITY А EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurre 100.000 11/11/2020 11/11/2021 X CLAIMS-MADE OCCUR YOGA0002207-1 х 5 2.500 MED EXP (Any one person Included PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE Ŝ 2.000.000 X POLICY PRO-LOC PRODUCTS - COMPIOP AGG OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY ALTO SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY HIRED AUTOS ONLY UMBRELLA LIAB EACH OCCURRENCE OCCUR CLAIMS-MADE EXCESS LIAB AGGREGATE DED RETENTIONS OTH STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandetory in NH) E.L. EACH ACCIDENT NZA EL DISEASE - EA EMPLOYEE s If yes, describe under DESCRIPTION OF OPERATIONS below EL DISEASE - POLICY LIMIT Each Claim 1,000.000 YOGA0002207-1 11/11/2020 11/11/2021 **Professional Liab** X A 11/11/2020 11/11/2021 Aggregate 2.000.000 YOGA0002207-1 **Professional Liab** X Δ DESCRIPTION OF OPERATIONS/LOCATIONS/VERICLES (ACORD 101, Additional Remarks Schedule, may be attacted if more space is required) THIS CERTIFICATE OF INSURANCE SERVES AS EVIDENCE OF COMBINED PROFESSIONAL/GENERAL LIABILITY COVERAGE. FURTHER, THE CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED PER FOLLOWING ENDORSEMENT. Aggregate Limit of Liability for all coverages set forth above: \$2,000,000 CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **City of Doral** 8401 NW 53 Terrace Doral, FL 33166 AUTHORIZED REPRESENTATIVE milinet



JIMMY PATRONIS CHIEF FINANCIAL OFFICER

STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION

** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW **

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/20/2021

PERSON: JANELLE VECIN

EMAIL: COREYOGA@HOTMAIL.COM

EXPIRATION DATE: 5/20/2023

FEIN: 465590676

BUSINESS NAME AND ADDRESS:

CORE YOGA, LLC

641 ORIOLE AVENUE

MIAMI, FL 33166

SCOPE OF BUSINESS OR TRADE:

Athletic Sports or Park: Noncontact Sports

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

E01353728

QUESTIONS? (850) 413-1609

Res. No. 21-89 Page 1 of 4

RESOLUTION No. 21-89

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE DORAL, CITY OF FLORIDA, AWARDING REQUEST FOR PROPOSALS #2021-01 "RECREATIONAL PROGRAMMING (VIRTUAL AND ON-SITE)" TO THE FIVE TOP RANKED FIRMS, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH DORAL TABLE TENNIS, CORE YOGA LLC, JOGA BONITO FUTSAL ACADEMY, UNITED MARTIAL ARTS, FENCING CLUB LLC THE AND DORAL FOR PROVISION RECREATIONAL PROGRAMMING (VIRTUAL AND **ON-SITE**) SERVICES FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS; PROVIDING FOR IMPLEMENTATION; AND **PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Doral (the "City") issued Request for Proposals ("RFP") #

2021-01 on January 21, 2021 for the provision of providing Recreational Programming

(Virtual and On-Site); and

WHEREAS, Nine (9) firms attended the mandatory pre-bid meeting which was held

on February 4, 2021. Six (6) proposal submittals were received on February 24, 2021 with

five (5) submittals meeting the required criteria; and

WHEREAS, an evaluation meeting for phase I was held on March 16, 2021 where

submittals received were scored. The committee determined that based on a Three

Hundred (300) Total Point System the firms ranked as follows:

1. Doral Table Tennis	291 points
2. Core Yoga LLC	290 points
3. Joga Bonito Futsal Academy	287 points
4. United Martial Arts	276 points
5. Doral Fencing Club LLC	264 points
6. Vida Art Academy	Disqualified

WHEREAS, The City Manager's office respectfully requests approval from Mayor and Members of the City Council to award RFP# 2021-01 "Recreational Programming (Virtual and On-Site)" to the top ranked firms and authorize the City Manager to negotiate and enter into an agreement with Doral Table Tennis, Core Yoga LLC, Joga Bonito Futsal Academy, United Martial Arts, and Doral Fencing Club LLC for the provision of providing recreational program management for the City of Doral Parks & Recreation Department for a period of two (2) years with two (2) one (1) year renewals. and

WHEREAS, the City and the provider will split the revenue generated from the program's registration on a 70%-75% / 30%-25% split (70%-75% Provider / 30%-25% City) Registration will either be collected by the provider or the City, depending on the submitted proposal. All revenue collected will be deposited into GL Account 001.9000.347405 (Recreation – Community Center) or Revenue Account: 001.9000.347200 (Recreation Fees) depending on the program.

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

<u>Section 1.</u> <u>Recitals.</u> The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

<u>Section 2. Approval & Authorization</u>. The Mayor and City Council-members hereby approve the award of Request for Proposals #2020-02 to the top ranked firms and authorize the City Manager to enter into an agreement with Doral Table Tennis, Core Yoga LLC, Joga Bonito Futsal Academy, United Martial Arts, and Doral Fencing Club LLC for the provision of providing Recreational Programming (Virtual and In-Person) for the City of Doral Parks & Recreation Department for a period of three (3) years with two (2) one (1) year renewals, on a revenue share 70%-75% / 30%-25% split (70%-75% Provider / 30%-25% City). 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.

<u>Section 4.</u> <u>Implementation.</u> 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.

Res. No. 21-89 Page 4 of 4

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

Mayor Juan Carlos BermudezYesVice Mayor Pete CabreraYesCouncilwoman Digna CabralYesCouncilman Claudia MariacaYesCouncilwoman Oscar Puig-CorveYes

PASSED AND ADOPTED this 14 day of April, 2021.

RMUDEZ, MAYOR JUAN CAR

ATTEST:

CONNIE DIAZ, MN

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



COREYOG-01

DATE	(MM/DD/YYYY)	

<u>^</u>		_							DATE	(MM/DD/YYYY)
~		EF	RLI	FICATE OF LIA	۱BIL	ITY INS	URAN	CE		(MM/DD/YYYY)
CEF BEI	S CERTIFICATE IS ISSUED AS A RTIFICATE DOES NOT AFFIRMAT LOW. THIS CERTIFICATE OF INS PRESENTATIVE OR PRODUCER, AI	IVEL SURA	Y OF	R NEGATIVELY AMEND, DOES NOT CONSTITU	EXTE	ND OR ALT	ER THE CO	OVERAGE AFFORDED	TE HO BY TH	LDER. THIS
If S	PORTANT: If the certificate holde SUBROGATION IS WAIVED, subject s certificate does not confer rights to	ct to	the	terms and conditions of	the po	licy, certain	policies may			
RODU		Jule	Certi	incate noider in neu or su	CONTA NAME:		•			
	t Insurance Services, Inc.					o, Ext): (855) 8	27-9642	FAX	(703)	563-1510
	Walney Rd Ste 200 tilly, VA 20151-2285				E-MAIL	_{SS:} yoga-qu	estions@al		(103)	303-1310
iuiii	iny, va 20101 2200				ADDRE					NAIC #
						RA: Lloyd's				00000
SURE	ED				INSURE					
	Core Yoga LLC				INSURE					
	641 Oriole Avenue				INSURE					
	Miami Springs, FL 33166				INSURE					
					INSURE	RF:				
OVE	ERAGES CER	TIFIC	САТЕ	NUMBER:				REVISION NUMBER:		
IND CEF EXC	S IS TO CERTIFY THAT THE POLICIE ICATED. NOTWITHSTANDING ANY R RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	EQUI PER POLI	IREME TAIN, CIES.	ENT, TERM OR CONDITION THE INSURANCE AFFORI LIMITS SHOWN MAY HAVE	N OF A DED BY	NY CONTRAC THE POLIC REDUCED BY	CT OR OTHER ES DESCRIB PAID CLAIMS	R DOCUMENT WITH RESP ED HEREIN IS SUBJECT	ECT TO	WHICH THIS
SR R	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	тs	
<u>ر</u> ا ۱	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,00
		X		YOGA0002207-3		11/11/2022	11/11/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,0
								MED EXP (Any one person)	\$	2,5
								PERSONAL & ADV INJURY	\$	Includ
								GENERAL AGGREGATE	\$	2,000,0
P								PRODUCTS - COMP/OP AGG	\$	2,000,0
	OTHER:							COMBINED SINGLE LIMIT	\$	
4								(Ea accident)	\$	
	ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
_									\$	
\vdash	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE							EACH OCCURRENCE	\$	
H								AGGREGATE	\$	
	DED RETENTION \$							PER OTH- STATUTE ER	\$	
									\$	
Ô	NY PROPRIETOR/PARTNER/EXECUTIVE	N / A						E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	1	
lf	yes, describe under ESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
	Professional Liab	Х		YOGA0002207-3		11/11/2022	11/11/2023	Each Claim	Ψ	1,000,0
4 P	Professional Liab	x		YOGA0002207-3		11/11/2022	11/11/2023	Aggregate		2,000,00
RTH XU/	IPTION OF OPERATIONS / LOCATIONS / VEHIC CERTIFICATE OF INSURANCE SERVE HER, THE CERTIFICATE HOLDER IS A AL Miscondcut limit \$1m/\$2m gate Limit of Liability for all coverage	DDE	DAS	ADDITIONAL INSURED P						
ERI	TIFICATE HOLDER							ESCRIBED POLICIES BE C		
City of Doral c/o JDI Data Corporation 100 W Cypress Creek Road Suite 1052 Fort Lauderdale, FL 33309			THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
					0.	linos				
COI	RD 25 (2016/03)	The	ACO	ORD name and logo are	registe			ORD CORPORATION.	All rig	hts reserved

ADDITIONAL INSURED ENDORSEMENT

Specified Member: Core Yoga LLC Policy Number: YOGA0002207-3 Endorsement Effective Date: 11/16/2022

It is hereby agreed and understood that the person(s) or entity(ies) listed below is/are included as Additional Insured(s) under the combined Professional/General Liability policy number referenced above, **but only** with respect to claims or damages arising solely out of professional services rendered by the Specified Member:

City of Doral c/o JDI Data Corporation 100 W Cypress Creek Road Suite 1052 Fort Lauderdale, FL 33309

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Date: 11/16/2022

BY:

Authorized Representative Alliant Insurance Services, Inc.



JIMMY PATRONIS CHIEF FINANCIAL OFFICER

STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION

** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW **

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/20/2023

PERSON: JANELLE VECIN

EMAIL: COREYOGA@HOTMAIL.COM

EXPIRATION DATE: 5/19/2025

FEIN: 465590676

BUSINESS NAME AND ADDRESS:

CORE YOGA, LLC

641 ORIOLE AVENUE

MIAMI, FL 33166

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT RULE 69L-6.012, F.A.C. REVISED 01/2023 E01685424 QUESTIONS? (850) 413-1609