

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
BEHAVIOR LINKS.
FOR
SPECIAL NEEDS SUMMER CAMP**

THIS AGREEMENT is made between **BEHAVIOR LINKS**, 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 Summer Camp (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 May 23, 2018 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 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 Provider shall be compensated in the following manner:

- Provider will be paid by the City on a bi-weekly basis for any camp related expenses during the duration of the camp.
- Provider must provide an invoice in order for payment to be received.
- Payments will be processed within 14 days of receiving the invoice.
- Expensed invoices must not exceed a total of \$25,000.00 for the duration of
- the camp.

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 Consultant shall be responsible for all payments to any sub-consultants 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).

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.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.

8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.

8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

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

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

coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

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

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

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

12. **Indemnification.**

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this

indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

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

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

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

For The Provider: Liliana Dietsch-Vazquez
President
556 NW 208 Way
Pembroke Pines, FL 33029

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.

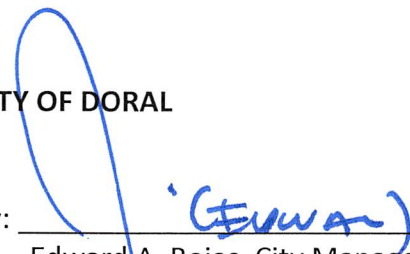
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its _____, whose representative has been duly authorized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

Attest:



Connie Diaz, City Clerk

CITY OF DORAL


By: _____
Edward A. Rojas, City Manager
Date: 6.20.17

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



Weiss Serota Helfman Pastoriza Cole & Bonsike, PL
City Attorney
Bierman

PROVIDER

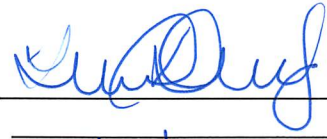

By: _____
Its: _____
Date: 5/23/17

EXHIBIT A

SCOPE OF SERVICES

- A. Proposals are being accepted for a Special Needs Camp for the summer at Doral Legacy Park. The City makes the final determination on what facility a specific camp will be stationed. The City is primarily seeking a recreation/educational camp. A general recreation camp is a multi-function camp and should include daily activities such as multi-sport activities, field trips, low organized games, arts & crafts, dance, and other interactive / social components.

The City is seeking a special needs camp for children with Intellectual Disabilities (ID) ages 6 - 18 that fit the basic descriptions listed below, including but not limited to:

- Communication and Language Training
- Indoor Recreational activities
- Social Skills Training
- Sports Activities
- Science Experiments and Projects
- Music
- Field Trips
- Dance

- B. The Provider's services shall be performed on the days and hours listed below:

Camps, other than the Extended Care Program, may take place from 8:00am to 5:00pm, with a lunch break provided Monday through Friday. Camps must be held during summer.

The Extended Care Program is optional and not required by the Provider. If the camp Provider chooses to provide an Extended Care Program for their camp, they would be responsible for all campers participating.

Extended Care Program hours may be 7:30am to 8:00am and 5:00pm to 6:00pm for all camp days as listed above. It is up to the camp Provider to determine if they will charge the parents for the Extended Care Program.

- C. The Provider and the Director of the Parks & Recreation Department or his/her designee, hereinafter referred to as the "Department", will agree upon camp schedules. ***Provider agrees to submit a Program Request Form to the Department for all camps, specialty camps, clinics and/or extended care programs no less than four (4) weeks prior to the beginning of each camp session.*** All such forms shall be deemed to form a part of this Agreement. Camp will take place at Doral Legacy Park. Depending on the number of RFP's received, there may be a maximum of one Provider. Usage of any other parks or City facilities must be approved by the Parks & Recreation Director or his/her designee. Multi-purpose/recreational room access will be available during summer session during specific hours per day. Additional hours will be made available during inclement weather.
- D. Provider must meet minimum student enrollment (5 participants). The Provider agrees to take daily attendance of all students registered for the camp.
- E. The fee charged to each participant will be set by the City. Provider will not be entitled to fees collected.
- F. 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.
- G. The Provider agrees that they shall not exceed all costs and/or expenses associated with, or as a result of its operation under this Agreement including but not limited to uniforms, equipment, marketing tools, field trip / rental fees, permits, certifications, background screenings, etc. of Twenty-Five Thousand (\$25,000.00). Provider will also assume the cost of any damages to City property.
- H. The Provider shall be compensated in the following manner:
- Provider will be paid by the City on a bi-weekly basis for any camp related expenses during the duration of the camp.
 - Provider must provide an invoice in order for payment to be received.
 - Payments will be processed within 14 days of receiving the invoice.
 - Expensed invoices must not exceed a total of \$25,000.00 for the duration of the camp.

- I. The Provider shall stipulate and certify that he/she, as well as all staff members, 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. All members of the camp staff who have the responsibility of instructing, facilitating or operating a camp must be 18 or older as well as be listed in the Provider's proposal. All staff under the age of 18 shall not be solely responsible for the supervision of children or overall operation of the camp or its components. Please refer to Section 2.2 for further explanation on Qualifications and Experience.
- J. 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.
- K. Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. **The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.**
- L. The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider. Additionally, the Provider may not sublet or otherwise rent out any City facility/amenity. The Provider may not partner with any other group or organization without the written consent of the City. Fundraisers and sponsorships must also be approved by the City prior to conducting any business.
- M. The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. **Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.** The City reserves the right to cancel scheduled

camp sessions for City sanctioned activities or events and agrees to notify the Provider of said cancellations in writing.

- N. All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department.
- O. Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations. All personnel must be in full uniform and maintain a professional appearance at all times.
- P. 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 or who are in breach of this Agreement.
- Q. 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.
- R. Designated camp areas must be kept clean and sanitary throughout the duration of the day. A final, thorough cleaning must be conducted at the conclusion of each day of camp.
- S. The Provider also acknowledges that he or she is primarily responsible for the conduct and safety of the participants in all camp under his or her charge. Additionally, the Provider will be responsible for assuring that all campers a parent/guardian or an individual designated by a parent/guardian by checking photo identification prior to the departure of the camp for the day.
- T. 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 II screening standards. The City will furnish the Provider with instructions on how to conduct a background

screening with the Florida Department of Children and Families for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will in the presence of children. The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with conducting background screenings. Additionally, the Provider must adopt and enforce a signed "code of conduct" for all coaches, staff, counselors, and volunteers. *If the Provider has recently had a background screening conducted by another agency (Ex: Florida 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 "B"**).

- U. 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 "B"**.

- V. 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.

- W. The Provider agrees that it shall not make, or permit to be made, and structural changes or improvements to any City facility/amenity unless otherwise approved by the City. Any changes or improvements made upon the approval by the City shall remain as part of the facility at the end of the term of this Agreement.

- X. The Provider will provide each camper with a T-shirt so that all camp participants are easily identifiable. All T-shirts must be approved in advance by the Department.

- Y. There must be at least one staff member for every four campers (1:4 ratio, Ratio may change due to severity of Intellectual Disability) during camp instructional time or field trips. This ratio does not include staff under the age of 18. The Program Director shall be excluded from the calculation of staff to camper ratio unless the Director will actually be serving as an instructor. For all camps longer than 3 hours, there must a minimum of two staff persons regardless of the number of students.

- Z. The City reserves the right to set a maximum capacity for each camp at its discretion. Capacities may also be increased or decreased at the City's sole discretion in order to provide the best service possible.

RESOLUTION No. 17-81

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2017-09, "SPECIAL NEEDS CAMP," TO BEHAVIOR LINKS, THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE REFERENCED PROVIDER FOR SPECIAL NEEDS CAMP AT CITY FACILITIES, FOR AN INITIAL PERIOD OF ONE (1) YEAR WITH TWO (2) ONE-YEAR RENEWALS FOR A TOTAL OF THREE (3) YEARS; FOR AN AMOUNT NOT TO EXCEED \$25,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 9, 2017, the City of Doral (the "City") issued Request for Proposals #2017-09, "Special Needs Camp" (the "RFP"), by advertising on the City's Website and DemandStar and

WHEREAS, two (2) firms attended the mandatory pre-bid meeting held on March 23, 2017, and one (1) submittal was received on April 5, 2017 with the firm meeting the required criteria; and

WHEREAS, a public meeting of the selection committee was held on April 13, 2017, in which submittals were scored based on a Three Hundred Ten (310) Point System and ranked as follows:

- | | |
|-------------------|--------------|
| 1. Behavior Links | 290.5 Points |
|-------------------|--------------|

WHEREAS, Staff has recommended the City Council award the RFP to the top ranked firm, Behavior Links, and authorize the City Manager to negotiate and enter into an agreement with said provider for an initial period of one (1) year with two (2) one-year renewals for a possible total of three (3) years.

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

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

Section 2. Award. The RFP is hereby awarded to Behavior Links. This authorization does not create or confer any rights to Be Behavior Links.

Section 3. Authorization. The City Manager and the City Attorney are hereby authorized to negotiate and enter into agreement with Behavior Links for the provision of Special Needs Camos at City facilities, for an initial period of one (1) year with two (2) one-year renewals, for a possible total of three (3) years.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 10 day of May, 2017.




JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELEMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY