

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
RICK TENNIS ACADEMY LLC  
FOR  
RECREATIONAL BEACH TENNIS MANAGEMENT**

**THIS AGREEMENT** is made between **RICK Tennis ACADEMY LLC**, 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 Recreational Beach Tennis Management (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, 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. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through **one year from the date of execution**, unless earlier terminated in accordance with Paragraph 8.
- 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:

In consideration of and in connection with the classes, tournaments, programs, and activities, described herein, the Provider shall be paid 75% of each registration fee paid by a participant exclusive of the non-resident surcharge which will be retained by the City and shall not be included in the monthly gross income calculation.

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

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

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

4. **Sub-providers.**

- 4.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Service.
- 4.2 Any sub-providers used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.3 The City will approve any rates, or the manner for setting such rates charged by the Provider.
- 5.4 The City is responsible for any damage or destruction of the Fields, including that caused by Force Majeure except to the extent identified herein.
- 5.5 The City will approve the operating budget for services performed under this Agreement.

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service as is ordinarily provided by a beach tennis 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. **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 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. **Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit G**. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

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

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including

fees and expenses charged for representation at both the trial and appellate levels.

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

**12. Indemnification.**

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

**13. Notices/Authorized Representatives.**

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

For the City: Zeida Sardiñas  
City Manager

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

With a Copy to: Lorenzo Cobiella  
City Attorney  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

For The Provider: Ricardo Giron  
Owner  
Rick Tennis Academy LLC  
8800 NW 36<sup>th</sup> St  
Doral, FL 33178

**14. Governing Law.**

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

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

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

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

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

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

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this



Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

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

17. **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. **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, 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. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

23.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

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

25. **Removal of Unsatisfactory Personnel**

25.1 The City may make written request to Provider for the prompt removal and replacement of any personnel employed or retained by Provider or any sub provider. The Provider shall respond to the City within fourteen calendar days of receipt of such request with either the removal and replacement of such personnel or 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.

**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:

**CITY OF DORAL**


\_\_\_\_\_  
  
Connie Diaz, City Clerk

By: \_\_\_\_\_  
  
Zeida Sardinias, City Manager  
Date: 4/14/2025

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

\_\_\_\_\_  
  
Lorenzo Cobiella  
City Attorney

**PROVIDER**

By: \_\_\_\_\_  
  
Its: Rick Tennis Academy  
Date: 02/19/25

## 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 (3 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 (20) participants per class. **The Provider agrees to take daily attendance of all students registered for the class.**
- 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 **20% more** for non-residents of Doral. **The entire balance of this surcharge for non-residents shall be paid to the City.** 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. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.***
- 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. ***Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.*** The City reserves the right to cancel game or practice sessions for City sanctioned activities or events and agrees to notify 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.
- 1.16 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 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, tournaments, and activities, described herein, the City shall be entitled to 25% of the fees paid by participants and the Provider shall be entitled to the remaining 75% of fees paid. The non-resident surcharge is fully payable to the City and shall not be included in the monthly gross income calculation.

The Provider will collect all fees from the participants. 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.

1.19 Provider will be subject to Program Quality Assessments by City.



EXHIBIT "B"

# Parks and Recreation

## BACKGROUND CHECK RELEASE FORM

☐ VOLUNTEER      ☐ CONTRACTUAL      ☐ EMPLOYEE

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

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

### NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBER

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

### CURRENT PERSONAL DATA

NAME \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

PRESENT ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

☒ Criminal background records/information



☒ National Sex Offender Registry check

☐ Credit History Check

Signature of person making this request \_\_\_\_\_ Title \_\_\_\_\_

5-13-2009

**Exhibit "C"**

**CITY OF DORAL**  
**WAIVER AND RELEASE OF LIABILITY/MEDICAL TREATMENT CONSENT**

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

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

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

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

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

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

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

**PHOTO RELEASE**

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

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

Participant Name: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature (Parent/Guardian if participant is a Minor): \_\_\_\_\_

EXHIBIT “D”

PROGRAM REQUEST FORM

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

Name of Program: Beach tennis

Participant Ages: from 10 to 70

Day(s) of the week program is offered: From Monday to Thursday on morning and (Tuesday and Thursday ) on after

Time of Program: from 7 am to 11 am

Program Dates: from February 2025 to February 2026

Program Fee: 170 \$ for month

Program Enrollment: Minimum Maximum


Materials to be supplied by participants: Racket

Materials to be supplied by Provider: Balls, net

Materials to be supplied by the City: Lines

Additional Program Requirements: -

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Point of Contact: 

Address: 

City/State/Zip Code: 33178

Phone Number: 7865782099

Fax: \_\_\_\_\_

E-mail: Corestorefl@gmail.com

IT STARTS IN  
**PARKS**



### **Exhibit "E"**

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

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

#### **Program Assessment Portion**

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

#### **Provider Assessment Portion**

- Payments on time each month – Maximum 5 points each month
  - Payment in full requires full payment by the 14<sup>th</sup> of the following month and including copy of roster, date of payments and amount paid (and including 20% non-resident fee). The report(s) will include this information along with the amount due to the City. If the report(s) is missing information or the payment is not received and in full on time it is considered late. If anything is missing – There will be along with a \$750 late fee, 2 points will be deducted from the possible 5 points for each month's payment. If the full payment and report(s) are not submitted by the end of the month an additional \$750 late fee will be assessed and an additional 2 points will be deducted from the possible 3 points remaining

points of the original 5. If the payment is made after the conclusion of that month only 1 point will be assessed for the payment points that month.

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





Program Provider Quarterly Assessment

Provider

Date

Session

Program Assessment Portion

Criteria:

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

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

Scores:

Total Capacity Allowed

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

Satisfaction Survey	
% Satisfied	
Points	

1st Monthly points

2nd Monthly points

3rd Monthly points

Quarterly Survey

Total Points for Program Assesment Portion

Notes:

City:

Provider:

## Provider Assessment Portion

### Criteria:

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

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

### Scores:

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

	Offenses	points
1st Month		
2nd Month		
3rd Month		

Notation of Issues \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Standings

### Criteria:

Standing for Each  
Assessment

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

Points received for Program Assessment	
Standing achieved for Program Assessment	

Points received for Provider Assessment	
Standing achieved for Provider Assessment	

Coordinator Signature \_\_\_\_\_

Provider Signature \_\_\_\_\_

Exhibit "F"

<div><div>Program: Days: Begins Start Time: (R) Fee: Monthly Fee:</div><div>Ends: End Time: (NR) Fee: Monthly Fee:</div><div>Instructor: Address: Facility: Deposit Dates</div></div>													
	Last	First	Fee	Non-Res 20% Sur	25%City	75% Ins		Last	First	Fee	Non-Res 20% Sur	25%City	75% Ins
1					\$ -	\$ -	22					\$ -	\$ -
2					\$ -	\$ -	23					\$ -	\$ -
3					\$ -	\$ -	24					\$ -	\$ -
4					\$ -	\$ -	25					\$ -	\$ -
5					\$ -	\$ -	26					\$ -	\$ -
6					\$ -	\$ -	27					\$ -	\$ -
7					\$ -	\$ -	28					\$ -	\$ -
8					\$ -	\$ -	29					\$ -	\$ -
9					\$ -	\$ -	30					\$ -	\$ -
10					\$ -	\$ -	31					\$ -	\$ -
11					\$ -	\$ -	32					\$ -	\$ -
12					\$ -	\$ -	33					\$ -	\$ -
13					\$ -	\$ -	34					\$ -	\$ -
14					\$ -	\$ -	35					\$ -	\$ -
15					\$ -	\$ -	36					\$ -	\$ -
16					\$ -	\$ -	37					\$ -	\$ -
17					\$ -	\$ -	38					\$ -	\$ -
18					\$ -	\$ -	39					\$ -	\$ -
19					\$ -	\$ -	40					\$ -	\$ -
20					\$ -	\$ -	41					\$ -	\$ -
21					\$ -	\$ -	42					\$ -	\$ -
TOTALS			\$0.00	\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00
<div><div>Total Registered: _____ Total Residents: _____ Total Non-Residents: _____ Grand Total Collected: _____</div><div><div>Amount to City (25%+ Non-res) \$0.00 Amount to Instructor (75%) \$0.00</div><div>Date Submitted: _____ Received By: _____</div></div></div> <div><div>***Highlighted names identify Split Payment</div><div>** Highlighted names identify non-resident</div><div>* Highlighted names identify Family Discount</div></div>													

**EXHIBIT "G"**  
**MINIMUM INSURANCE REQUIREMENTS**  
**AGREEMENTS FOR OUTSIDE PROVIDERS**

**I. Commercial General Liability**

**A. Limits of Liability**

**Bodily Injury & Property Damage Liability**

Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
Personal Injury & Adv. Injury	\$1,000,000
Products & Comp. Ops	\$1,000,000

**B. Endorsements Required**

City of Doral included as an additional insured  
Premises and Operations Liability

Primary Insurance Clause Endorsement

Sexual Abuse & Molestation

**III. Workers Compensation (If Applicable)**

Statutory- State of Florida

**Employer's Liability**

**A. Limits of Liability**

\$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

**Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.**

**III. Professional Liability/Error's & Omissions**

**A. Limits of Liability**

Each Claim	\$250,000
Policy Aggregate	\$250,000
"Retro Date" coverage included	

IV. Accident Medical/Participant Legal Liability \$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 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice within 10 days of the change or cancellation.

**Certificate Holder:**           **City of Doral**  
  **8401 NW 53<sup>rd</sup> Terrace**  
  **Doral, FL 33166**

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 V" 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 by 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/10/2025

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(ies) 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).

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (855) 222-5919 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> support@nextinsurance.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State National Insurance Company, Inc. <b>NAIC #</b> 12831
<b>INSURED</b> RICK TENNIS ACADEMY LLC 8870 NW 36th St Apt 3113 Doral, FL 33178	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

## COVERAGES

**CERTIFICATE NUMBER:** 152477868

**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXTLLKYQT-00-GL	02/03/2025	02/03/2026	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			NXTLLKYQT-00-GL	02/03/2025	02/03/2026	Each Occurrence: \$1,000,000.00 Aggregate: \$2,000,000.00

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is city of doral. This Certificate Holder is an Additional Insured on the General Liability policy on a primary and non-contributory basis. NEXT will endeavor to provide this Certificate Holder with written notice of cancellation 30 days in advance for any of the following policies: General Liability. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

## CERTIFICATE HOLDER

 city of doral  
 8401 NW 53rd Ter  
 Miami, FL 33166

## LIVE CERTIFICATE


[Click or scan to view](#)

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SEXUAL ABUSE AND MOLESTATION COVERAGE**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Sexual Abuse or Molestation Limit of Insurance - Each Person:** \$100,000.00

**Sexual Abuse or Molestation Limit of Insurance - Aggregate:** \$100,000.00

The following changes apply only to the coverage provided by this endorsement.

- A.** The following exclusion is added to Paragraph **2. Exclusions** under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

#### **Sexual Abuse Or Molestation**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or threatened sexual abuse, molestation or exploitation by anyone. This exclusion applies even if the claim against the insured alleges negligence or other wrongdoing in the employment, investigation, supervision, reporting to the proper authorities or failure to so report, training or retention.

- B.** The following is added to **SECTION I – COVERAGES**:

#### **SEXUAL ABUSE OR MOLESTATION COVERAGE**

##### **1. Insuring Agreement**

- a.** We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" arising out of sexual abuse, molestation or exploitation to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking such damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. Nor do we have a duty to defend any insured who is alleged to have taken part in the sexual abuse, molestation or exploitation. We may, at our discretion, investigate and settle any claim or "suit" that may result. But:
  - (1)** The amount we will pay for damages is limited as described in Paragraph **C. Limits Of Insurance** below; and
  - (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Sexual **Abuse Or Molestation Coverage**.
- b.** This insurance applies to "bodily injury" arising out of sexual abuse, molestation or exploitation only if the sexual abuse, molestation or exploitation:
  - (1)** Takes place in the "coverage territory";
  - (2)** Results from the insured's negligence in employment, investigation, supervision, reporting to the proper authorities or failure to so report, training or retention; and
  - (3)** First occurs during the policy period.

## COMMERCIAL GENERAL LIABILITY

- c. Sexual Abuse, molestation or exploitation which first occurs during the policy period includes any continuation, change or resumption of that sexual abuse, molestation or exploitation after the end of the policy period.
- d. Multiple acts of sexual abuse, molestation or exploitation of any one person by one or more perpetrators will be deemed to have first occurred at the time of the first act of such abuse, molestation or exploitation and shall be subject to the coverage and limits in effect at the time of the first act of sexual abuse, molestation or exploitation.

**2. Exclusions**

This insurance does not apply to:

**a. Fines And Penalties**

Any fines, penalties, punitive damages, exemplary damages or aggravated damages.

**b. Participating Insured**

Any insured who takes part in the sexual abuse, molestation or exploitation.

**c. Passive Insured**

Any insured who remains passive upon gaining knowledge of any actual, alleged or threatened sexual abuse, molestation or exploitation.

**C. SECTION III – LIMITS OF INSURANCE** is replaced by the following:**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the **SCHEDULE** above and the rules below fix the most we will pay under **Sexual Abuse Or Molestation Coverage** regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate limit shown in the Schedule of this endorsement is the most we will pay under **Sexual Abuse Or Molestation Coverage** for the sum of all damages.
3. Subject to Paragraph 2. above, the Each Person limit shown in the Schedule of this endorsement is the most we will pay under **Sexual Abuse Or Molestation Coverage** for damages because of "bodily injury" arising out of sexual abuse, molestation or exploitation committed upon any one person, regardless of the number of acts of sexual abuse, molestation or exploitation committed, the period of time over which such acts occur, or the number of perpetrators taking part in the sexual abuse, molestation or exploitation.
4. The coverage provided by this endorsement does not provide any duplication or overlap of any other coverage provided elsewhere in this policy. No coverage is provided for sexual abuse, molestation or exploitation under this policy except as provided in this endorsement.
5. The Limits of Insurance provided by this endorsement are in addition to, not part of, the Limits of Insurance provided by the Commercial General Liability Coverage Form.

The Limits of Insurance shown in the Schedule of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the Commercial General Liability Coverage Form, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## COMMERCIAL GENERAL LIABILITY

**D. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The heading and Paragraph **a.** of Condition **2.** Is replaced by the following:

**2. Duties In The Event Of Sexual Abuse, Molestation, Exploitation, Claim Or Suit**

- a.** You must see to it that we are notified as soon as practicable of an act or allegation of sexual abuse, molestation or exploitation which may result in a claim. To the extent possible, notice should include:
- (1)** How, when and where the sexual abuse, molestation or exploitation took place;
  - (2)** The names and addresses of any injured persons and witnesses; and
  - (3)** The nature and location of any injury or damage arising out of the sexual abuse, molestation or exploitation.

**2.** The following is added to Paragraph **b. Excess Insurance** of Condition **4. Other Insurance**:

The insurance provided by this endorsement is excess over any other insurance provided to any insured, whether such other insurance is provided on a primary, excess, contingent or any other basis, unless such other insurance is written to be specifically excess of this insurance.

**3.** The following Condition is added:**Multiple Coverage Forms Or Policies Issued By Us**

When two or more Coverage Forms or policies issued by us apply to the same claim, "suit" or loss, the maximum limit of our liability under all such Coverage Forms or policies combined shall not exceed the highest applicable limit of liability under any one Coverage Form or policy among them.

**E. Definition 3. "bodily injury"** under **SECTION V – DEFINITIONS** is amended as follows:

"Bodily injury" means bodily injury, sickness, disease, mental anguish or emotional distress sustained by a person, including death resulting from any of these at any time.

All other terms and conditions of the policy remain unchanged.



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:** 2/11/2025

**EXPIRATION DATE:** 2/11/2027

**PERSON:** RICARDO J GIRON SR

**EMAIL:** RICARDOGIRONH@GMAIL.COM

**FEIN:** 862112182

**BUSINESS NAME AND ADDRESS:**

RICK TENNIS ACADEMY LLC

8800 NW 36 TH ST

MIAMI, FL 33178

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](http://www.myfloridalicense.com).

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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

E02075127

QUESTIONS? (850) 413-1609