

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
MIAMI LIFEGUARDS LLC
FOR
TEMPORARY LIFEGUARD SERVICES**

THIS AGREEMENT is made between **Miami Lifeguards LLC**, a Florida limited liability company (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation (hereinafter the "City").

RECITALS

WHEREAS, on March 12, 2025, the City issued a request to piggyback the City of Homestead Solicitation No. 202120 for Temporary Lifeguard Services to support the operation of City Aquatic Facilities;

WHEREAS, the Provider, known as Miami Lifeguards, was awarded the original contract through the City of Homestead and has demonstrated expertise in providing certified lifeguard personnel;

WHEREAS, the City Council of the City of Doral approved Resolution No. 25-72, authorizing the City Manager to enter into an agreement with Miami Lifeguards LLC for the procurement of pool management and lifeguard services;

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. Scope of Services/Deliverables

- 1.1 The City of Doral grants the Provider the rights set forth in this Agreement and the Scope of Services to supply qualified Temporary Lifeguard Personnel exclusively for the Doral Central Park Aquatic Center, as outlined herein.

- 1.2 The Provider shall furnish professional lifeguard staffing services to the City in accordance with the Scope of Services detailed in *Exhibit "A,"* which is attached hereto and incorporated by reference.
- 1.3 The Scope of Services includes a detailed Staffing Schedule, outlining the breakdown of shifts, anticipated personnel needs, timelines, and deliverables to the City.
- 1.4 The City reserves the right to modify staffing needs at the Doral Central Park Aquatic Center based on operational demands, seasonal programming, special events, or other factors as determined by the City Manager.
- 1.5 The Provider may be requested to furnish additional lifeguard or aquatic safety services at the Doral Central Park Aquatic Center as determined by the City Manager or their designee, provided that such additional services are mutually agreed upon in writing by both parties.

2. Term and Commencement

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for one (1) year. The City shall have the option to renew for two (2) additional one (1) year periods.
- 2.2 Continuation of the Agreement beyond the initial term, including any optional renewals, is at the sole discretion of the City.

3. Compensation and Payment

- 3.1 The City agrees to pay the Contractor based on the **same pricing schedule** submitted in response to ITB #202101. Payment shall be made upon receipt of properly itemized invoices, submitted monthly and approved by the City's representative.
- 3.2 The Contractor shall be compensated in accordance with the hourly rates outlined in Exhibit "B", which reflect the pricing submitted in response to ITB #202101 from the City of Homestead.
- 3.3 The Contractor shall invoice the City on a bi-weekly basis. All payments shall be made in accordance with the Florida Prompt Payment Act.
- 3.4 The City reserves the right to audit the Contractor's records related to this Agreement at any time during the term of the Agreement and for five (5) years after its termination or expiration.

4. Subcontractors

- 4.1 The Provider shall be responsible for the performance of all subcontractors.
- 4.2 Any subcontractors used on the Service must be approved in writing by the City Manager or designee.

5. City's Responsibilities

- 5.1 The City shall provide facilities for lifeguard services and coordinate scheduling needs with the Provider.
- 5.2 The City shall furnish any relevant policies and procedures necessary for lifeguards to fulfill their duties.

6. Provider's Responsibilities

- 6.1 The Provider shall maintain an adequate pool of trained staff to meet City needs.
- 6.2 The Provider shall conduct Level 2 background checks and drug screenings for all staff assigned to City facilities.
- 6.3 The Provider shall maintain all required business licenses and certifications and provide proof to the City upon request.
- 6.4 The Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.
- 6.5 The Provider shall maintain a workplace free from harassment of any kind, including but not limited to sexual harassment, bullying, and hostile work environment. The Provider shall implement and enforce appropriate policies to address complaints and shall report any related issues to the City's designated contract manager immediately.
- 6.6 The Provider shall comply with all labor and employment laws, including but not limited to the Fair Labor Standards Act (FLSA), the Occupational Safety and Health Act (OSHA), the Drug-Free Workplace Act, and applicable workers' compensation laws. The Provider shall ensure all staff are legally authorized to work in the United States and meet the necessary age requirements for lifeguard positions.
- 6.7 The Provider shall ensure that all assigned personnel receive ongoing training that meets or exceeds standards in aquatic safety, customer service, emergency response, and relevant City of Doral policies. Documentation of all trainings shall be retained and submitted to the City upon request.

- 6.8 The Provider shall enforce a code of conduct that promotes respectful behavior, punctuality, and a customer service-oriented approach. Lifeguards shall appear in clean and appropriate uniforms, maintain good hygiene, and carry City-issued or Provider-issued identification when on duty.
- 6.9 The Provider shall maintain updated records of employee background checks, certifications, trainings, incident reports, and work schedules. These records shall be accessible to the City upon request and retained for the duration of the agreement plus five (5) years thereafter, in compliance with applicable public records laws.
- 6.10 The Provider shall comply with all federal, state, and local laws including child abuse reporting, employment regulations, and public safety codes.

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 may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach, or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 Upon receipt of the City's written notice of termination, the Provider shall stop providing the Service.
- 8.3 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.
- 8.4 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, Provider must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.

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 "C". 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.

11. Attorneys' Fees and Waiver of Jury Trial.

- 12.1 In the event of any litigation arising out of this agreement, the prevailing party shall be entitled to attorney's fees and costs, including pre-judgement interest.
- 12.2

13. Indemnification

- 13.1 The Provider shall defend, indemnify, and hold harmless the City, its elected officials, 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 Agreements 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 indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. 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.
- 13.2 The provisions of this section shall survive termination of this Agreement.
- 13.3 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.

14. **Notices/Authorized Representatives.**

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

For The Provider: Miami Lifeguards LLC
4345 NE 12TH TERRACE
Oakland Park , FL 33334

15. **Governing Law.**

15.1 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 brought in the Eleventh Circuit Court in and for Miami-Dade County, Florida.

16. **Entire Agreement/Modification/Amendment.**

16.1 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.

- 16.2 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.

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

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

18. **No assignability.**

- 18.1 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.

19. **Severability.**

- 19.1 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.

20. **Independent Contractor.**

- 20.1 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.

21. **Representations and Warranties of Provider.**

- 21.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:
 - (a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

- (b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and
- (d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

22. **Compliance with Laws.**

- 22.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- 22.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City, the Provider, or the Concession. The Provider, at the Provider's expense, shall be responsible for obtaining all required food licenses and permits relevant to the operation of the Concession.
- 22.3 The City may promulgate and enforce reasonable rules and regulations governing the use of the Concession by the Provider, and the Provider shall provide adequate supervision of the Concession at all times the Provider is in control of the Concession.

23. **Non-collusion.**

- 23.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

24. **Truth in Negotiating Certificate.**

24.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

25. **Waiver**

25.1 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.

26. **Survival of Provisions**

26.1 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.

27. **Prohibition of Contingency Fees.**

27.1 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.

28. **Force Majeure.**

28.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have

the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

29. **Counterparts**

29.1 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.

30. **Interpretation.**

30.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

30.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

31. **Discretion of City Manager.**

31.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

32. **Third Party Beneficiary**

32.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

33. **No Estoppel**

33.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL

—  —

Connie Diaz, City Clerk


By:  —

Zeida Sardiñas, City Manager

Date: 4/21/2025

Approved As To Form and Legal Sufficiency for the Use

And Reliance of the City of Doral Only:

—  —

Lorenzo Cobiella, Esq.

City Attorney

Miami Lifeguards LLC

By:  Maykel Rodriguez

Its: President, CEO

Date: 04/16/2025

Exhibits:

Exhibit A – Scope of Services

Exhibit B – Compensation Schedule

Exhibit C – Insurance Requirements

Exhibit “A” – Scope of Services
Temporary Lifeguard Personnel Services
Doral Central Park Aquatic Center

1. Overview

The Provider shall deliver qualified and certified lifeguard personnel to support the City of Doral’s operations at the Doral Central Park Aquatic Center. These services are to ensure the safety of patrons during all aquatic programming, recreational swim sessions, rentals, and events as scheduled by the City.

2. Lifeguard Staffing Responsibilities

The Provider shall be responsible for:

- Supplying American Red Cross certified lifeguards who meet or exceed State of Florida and Miami-Dade County requirements.
- Ensuring lifeguards have current certifications in Lifeguarding, First Aid, CPR/AED for Professional Rescuers.
- Providing lifeguards who are physically fit, professional, and prepared for active duty, including in-water rescues and first response emergencies.
- Managing and coordinating all assigned lifeguard schedules, including shift changes and coverage during absences.
- Ensuring that lifeguards arrive on time, in uniform, and properly equipped for each shift.
- Replacing any lifeguard who fails to meet performance expectations or does not follow City policies upon request by the City.

3. Staffing Schedule

The Provider shall:

- Provide a schedule of assigned lifeguards based on City-provided pool hours, events, and seasonal programming.
- Adjust staffing levels as requested by the City to accommodate changes in operational needs, special events, or rentals.

4. Supervision & Reporting

- The Provider shall assign a supervisor or point of contact responsible for coordinating with City staff.

- Incident reports, time records, and any safety-related documentation shall be submitted to the City upon request.

5. Uniforms & Equipment

- Lifeguards must wear standardized uniforms provided by the Provider, clearly identifying them as lifeguards.

6. Compliance

- All services provided must comply with applicable federal, state, and local laws, as well as all rules and regulations established by the City of Doral and the Miami-Dade County Health Department.
- The Provider shall be responsible for maintaining up-to-date certification records for all lifeguards assigned under this agreement.

Exhibit “B”

Hours of Operation & Compensation

1. Hours of Operation

The Provider shall supply lifeguard personnel to cover operations for both the Water Park and the Competitive Pool Side during the following seasonal schedules:

A. Water Park Hours of Operation

| Season | Days | Hours |
|-----------------------------------|-------------------|----------------------|
| Spring Break (Mar 22 – Mar 30) | Monday – Sunday | 10:00 AM – 6:00 PM |
| Spring (Mar 31 – May 25) | Monday – Friday | CLOSED |
| | Saturday – Sunday | 10:00 AM – 6:00 PM |
| Summer (May 26 – Aug 10) | Monday | CLOSED – Maintenance |
| | Tuesday – Sunday | 10:00 AM – 6:00 PM |
| Summer Adjusted (Aug 11 – Sept 1) | Monday – Friday | CLOSED |
| | Saturday – Sunday | 10:00 AM – 6:00 PM |
| Fall (Sept 2 – Nov 30) | Monday – Friday | CLOSED |
| | Saturday – Sunday | 10:00 AM – 6:00 PM |
| Winter (Dec 1 – March 20) | All Days | CLOSED |

B. Competitive Pool Side Hours of Operation

| Days | Hours |
|-------------------|-------------------|
| Monday – Friday | 8:00 AM – 8:00 PM |
| Saturday – Sunday | 8:00 AM – 2:00 PM |

2. Compensation

Compensation will be the following.

Lifeguard / Swim Instructor 65% Mark up on hourly pay rate.

Supervisor/Manager 70% Markup on hourly pay rate.

Target payrates below.

| Staff Roles | Staff Pay Rate | Bill Rate | Mark up |
|--------------------|-----------------------|------------------|----------------|
| Lifeguard | \$ 18.00 | \$ 29.70 | 65% |
| Swim Instructor | \$ 19.00 | \$ 31.35 | 65% |
| Supervisor | \$ 22.00 | \$ 37.40 | 70% |
| Manager | \$ 25.00 | \$ 41.25 | 70% |

Note: All hours worked must align with the approved staffing schedule submitted in advance and approved by the City. Any overtime or additional staffing requests must be pre-approved by the City's Aquatics Management.

Exhibit “C”

Insurance Requirements

The Provider shall, at its own expense, procure and maintain the following insurance coverage, which must be in force from the beginning to the end of the contract term:

1. Commercial General Liability (CGL) Insurance

- Coverage: Broad form, including premises operations, products and completed operations, personal and advertising injury, and contractual liability.
- Minimum Limit:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate

2. Workers’ Compensation and Employer’s Liability Insurance

- Coverage: In accordance with Florida statutory requirements.
- Employer’s Liability Limits:
 - \$500,000 each accident
 - \$500,000 disease – policy limit
 - \$500,000 disease – each employee

3. Automobile Liability Insurance

- Coverage: For any vehicle used in the performance of the contract, including owned, hired, and non-owned vehicles.

- Minimum Limit:
 - \$1,000,000 combined single limit per accident for bodily injury and property damage

4. Professional Liability Insurance (*if the Provider supervises swim lessons or aquatic programming*)

- Minimum Limit:
 - \$1,000,000 per claim
 - \$2,000,000 aggregate

5. Abuse and Molestation Coverage

- Required if the Provider will be supervising or interacting with minors.
- Minimum Limit:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate

6. Additional Requirements

- The City of Doral shall be listed as an Additional Insured on the Commercial General Liability, Automobile Liability, and any Umbrella policies.
- A Waiver of Subrogation must be provided in favor of the City for Workers' Compensation coverage.
- Certificates of Insurance must be submitted prior to the start of services.
- All insurance policies must be issued by companies authorized to do business in the State of Florida and rated no less than A- by A.M. Best.