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Memorandum

Date: August 7, 2026

To: Michael Festa, Parks & Recreation Director

From: Marquise West, Recreation Contracts Coordinator

Subject: Contract Renewal – Fourty Love Inc.

Fourty Love Inc. provides instructional Tennis Programming for youth and adults at Morgan Levy Park. Fourty Love Inc. has consistently provided outstanding instructional tennis programming and maintains excellent communication with both participants and City staff.

The classes are strong in attendance averaging 64 participants per month. This program takes their own registration and operates under a 25%/75% revenue split with 25% paid to the City monthly. The average revenue generated for the City is $2,421.38 monthly during this fiscal year 2025-2026.

The vendor has built a loyal following of participants. Given the continued demand and overwhelmingly positive feedback from participants, renewing this agreement will allow the City to continue offering a valuable creative outlet that promotes social engagement, skill development, and lifelong learning opportunities for youth and adults within our community.

It is my recommendation that the City renew its contract with Fourty Love Inc. for the first of two (1) year renewals of the existing agreement (attached), extending the agreement through September 27, 2027.

Attachments

Professional Services Agreement
Resolution No. 22-66
Certificate of Insurance
Worker's Compensation Exemption

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August 7, 2026

Zeida C. Sardiñas
City Manager

Mr. Ernesto H. Rachi
Owner
4360 NW 102 Avenue, Unit #108
Doral, FL 33178

Ref: Contract Renewal – Fourty Love Inc.

Dear. Mr. Rachi:

The City of Doral is exercising its option to renew your agreement for the provision of offering tennis programming for a period of one year through September 27, 2027. This contract renewal will be under the same terms and conditions as the original contract.

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

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

Sincerely,

Zeida C. Sardiñas
City Manager

Ernesto Rachi, Owner

Date: 09/03/2026

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PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
FOURTY LOVE, INC.
FOR
INSTRUCTIONAL TENNIS PROGRAMMING

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made between **FOURTY LOVE, INC.** an active, Florida for-profit Corporation (hereinafter the "Provider"), having its principal office at 4630 NW 102nd Avenue, Unit 205, Miami, Florida, 33178 and the **CITY OF DORAL, FLORIDA,** a Florida municipal corporation, having its principal office at 8401 NW 53rd Terrace Doral Florida 33166 (hereinafter the "City").

RECITALS

WHEREAS, on December 14, 2018, the City entered into an Agreement with Provider for Instructional Tennis Programing and said agreement is set to expire on October 1, 2003; and

WHEREAS, surveys were conducted by the City for the 2022-2023 tennis season during which the Provider received a 100% satisfaction rate among participants; and

WHEREAS, Provider has been a longstanding partner with the City and the continuation of services with Provider is beneficial for all parties involved; specifically for the youth, adults and seniors in the community, who have built relationships with the Provider's instructors; and

WHEREAS, pursuant to Section 2-323(5) of the City's Code of Ordinances, "training, academic programs, lectures, educational services, or seminars, specialized services and recreational instructors" are exempt from the City's competitive bidding procedures; and

WHEREAS, during the August 9, 2023 Council Meeting, the City Council of the City approved Resolution No. 23-136, authorizing the City Manager to negotiate and enter into an agreement with Provider for the provision of instructional tennis at Morgan Levy Park for period of three (3) years with two (2) additional one (1) year renewals, for a total of five (5) years; and

WHEREAS, Resolution No. 23-136 requires that the new agreement provide for the Provider being responsible for the collection of all registration fees, as well as the registration process, and that the revenue percentage split will remain the same as the previous Agreement, i.e., Provider retains 75% and City retains 25%.

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, the Provider, and the City agree as follows.

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1. **Scope of Services/Deliverables.**

1.1 The Provider shall furnish professional services to the City as more particularly described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Said Scope of Services shall include a breakdown of tasks, timeline and deliverables to the City.

1.2 The Services shall be performed by Provider to the full satisfaction of the City. Provider agrees to furnish all labor in a professional manner to perform Services. Provider will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for an initial three (3) year term, unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion, of that initial term, the City shall have the option to renew the Agreement for two (2) additional one (1) year periods for a maximum total of five (5) years.

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.**

3.1 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. However, the non-resident surcharge is fully payable to the City and shall not be included in the monthly gross income calculation.

3.2 The Provider shall be responsible for collecting all fees from the participants. Payment to the City must be made 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 month/session. Payments which are made after fourteen (14) calendar days are considered late. The City shall assess a $250 late fee on payments not received within fourteen (14) days after the end of each month/session. The Provider may also be assessed an additional $500 late fee on payments not received within thirty (30) days after the end of each month.

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3.3 Along with payment, the Provider shall also submit to the City 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).

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

3.5 Provider shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Provider further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms 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 Project.

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

5. **City's Responsibilities.**

5.1 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances.

6.2 If at any time during the term of this Agreement or within one year from completion or termination of this Agreement, it is determined that the Provider's deliverables are incorrect, inaccurate, defective or fail to conform with the Scope of Services, upon written notification by the City, the Provider shall at Provider's sole expense, immediately correct any deficiency as determined by the City.

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6.3 Provider and its employees give permission for any photograph, video tape, or any other form of audio-visual record of the Provider and/or its employees participation in any programming or activity related to the Services to be used by the City of Doral for publicity purposes.

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 for convenience (without cause) upon thirty (30) days written notice to the Provider.

8.2 If the City Manager determines that there is just cause to terminate this agreement, including, but not limited to, a breach of the terms and conditions of this Agreement, the Agreement may be terminated immediately upon written notice to Provider.

8.3 Upon receipt of the City's written notice of termination for cause, the Provider shall cease providing Services under this Agreement. In the event that the Agreement is terminated for convenience, the Provider shall not perform any additional services on the 30th day from receipt of the Notice of Termination.

8.4 In the event of termination by the City, the Provider shall pay to the City its revenue split for all Services up to the date of termination.

8.5 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/or 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.

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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 with 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.

9.3 Insurance required of the Provider shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City. Such insurance shall not diminish Provider's indemnification and obligations hereunder. The insurance policy shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City with a minimum A.M. Best rating of A-Excellent. **Except as otherwise provided herein, before any work under this Agreement is performed, and at any time upon request, Provider shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the City named as additional insured**. The Provider shall not be required to name the City as an additional insured for Workers Compensation and Professional Liability Insurance policies. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City Manager or his designee. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the City. The City reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Provider hereunder. Provider shall also require and ensure that each of its sub-Providers providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein. **ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY**.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, 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.

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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 the 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. The 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 the Provider's performance or non-performance of this Agreement. However, nothing contained in this Agreement is intended to or shall be construed as a waiver of the City's rights, immunities, limitations or privileges as defined in Section 768.28, Florida Statutes.

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

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: Barbara Hernandez
City Manager
City of Doral, Florida
8401 NW 53rd Terrace

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Doral, Florida 33166

With a Copy to: City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

For The Provider: Ernesto H. Rachi
Owner/President of Fourty Love, Inc.
4360 NW 102 Avenue, Unit #108
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, or the Southern District of Florida.

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

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

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

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

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

16.2 The City Manager or 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 designee to any Records pertaining to work

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performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following service quality, attentiveness, courteousness, etc.

17. **Public Records.**

17.1 In addition to other contract requirements provided by law, the 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; and

(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.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166.

18. **No Assignability.**

18.1 This Agreement shall not be assignable by the Provider unless such assignment is first approved by the City Manager. The City is relying upon

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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 the Provider.**

21.1 The Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

(a) The 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) The 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 the 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 the Provider in accordance with its terms; and

(d) The 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.

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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 and the Provider.

23. **Waiver**

23.1 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.

24. **Survival of Provisions**

24.1 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.

25. **Prohibition of Contingency Fees.**

25.1 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.

26. **Counterparts**

26.1 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.

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27. **Interpretation.**

27.1 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.

27.2 Preparation of this Agreement has been a joint effort of the City and the 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.

28. **Discretion of City Manager.**

28.1 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.

29. **Removal of Unsatisfactory Personnel.**

29.1 If the City make written request to Provider for the prompt removal and replacement of any personnel employed or retained by Provider or a sub-provider, the Provider shall respond to the City within fourteen (14) days of receipt of such request with either the removal and replacement of such personnel or with a justification as to why the personnel were not removed. Said request shall solely relate to said employees or sub-providers providing Services under this Agreement.

29.2. In the event the City Manager disagrees with the justification offered by the Provider, the City Manager's decision to remove the employee or sub-provider shall be final.

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30. **Third Party Beneficiary**

30.1 The 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.

31. **No Estoppel**

31.1 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 the Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by the 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.

32. **E-Verify.**

32.1 The Provider must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Provider must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

32.2 The Provider shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with

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and uses the E-Verify system. Florida Statute 448.095 further provides that if the Provider enters into a contract with a sub-provider, the sub=provider must provide the Contractor with an affidavit stating that the sub-provider does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Provider, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Provider during the contract term. Further, Provider must also require and maintain the statutorily required affidavit of its sub-providers. It is the responsibility of Provider to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (https://www.e-verify.gov/employers/enrolling-in-e-verify) and follow the instructions. Provider must retain the I-9 Forms for inspection, and provide an executed E-Verify Affidavit, which is attached hereto as Exhibit C.

33. **Scrutinized Companies.**

33.1 Provider certifies that it and its sub-providers are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Provider or its subcontractors are found to have submitted a false certification; or if the Provider, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

33.2 If this Agreement is for more than one million dollars, the Provider certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Provider, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

33,3 The Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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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 the Provider by and through its Principal, whose representative has been duly authorized to execute same.

CITY OF DORAL

Attest:

27/2023

Connie Diaz, City Clerk

By: BHH.
Barbara Hernandez, City Manager

Date: 9/27/2023

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

Valerie Vicente '2023

Valerie Vincente
NABORS, GIBLIN & NICKERSON, P.A.
City Attorney

FOURTY LOVE, INC.

By:

Date: Sep-14-2023

Witnesses:
Ernesto M. Rachi, Owner/President

Witness Signature

Christopher Hovde

Witness Print Name

Witness Signature

George Vega

Witness Print Name

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Exhibit "A"
Scope of Services

A. The Provider's services shall be performed on the days and hours agreed upon between the City's Director of Parks and Recreation and the Provider. The City shall not unnecessarily withhold days and hours for Provider's services.

B. The City shall designate the location where the services will be performed.

C. The Provider and the Director of the Parks & Recreation Department or his/her designee, hereinafter referred to as the "Department", will agree upon class schedules. Provider agrees to submit a request to the Department for all classes no less than four (4) weeks prior to the beginning of each session/season.

D. The fee charged to each participant will be as described as in Exhibit "D" attached hereto. The fee shall include a resident rate and a non-resident rate of 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 in Exhibit "D".

E. Provider must meet a minimum student enrollment of 3 participants per class. The City will provide court space with a maximum of 12 participants per class enrolled in the program. Maximum capacities may vary depending on facility. It is the Department's sole discretion to set, increase or decrease maximum capacities in writing if not specified within this Agreement. The Provider agrees to take daily attendance of all students registered for the class.

F. The City reserves the right to schedule maintenance projects for court preservations/restoration purposes. If such projects are scheduled and may interfere with the Provider's services, the City will notify the Provider with at least seven days' notice unless deemed an emergency due to unforeseen circumstances.

G. 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.

H. 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.

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I. This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to solicit 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.

J. 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.*

K. 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.

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

M. 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.

N. Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.

0. 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

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for his/her class or to otherwise disrupt the other on-site activities being offered at such public facilities.

P. The Provider also acknowledges that he or she is primarily responsible for the conduct of the participants in all classes under his or her charge.

Q. 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 I screening standards. The City will furnish the Provider with a background release form (Exhibit "E") for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will be in the presence of a child. 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. The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with conducting background screenings. *If the Provider has recently had a background screening conducted by another agency (Ex: Department of Children* & *Families), the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.*

R. The City shall require all participants in the programs to sign a Waiver and Release of Liability/Medical Treatment Consent located on the Registration Form, a copy of which is attached hereto as Exhibit "E".

S. 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 actives, 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 the 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. Payment to the City must be made 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 month/session. Payments which are made after fourteen (14) calendar days are considered late. The City shall assess a $250 late fee on payments not received within fourteen (14) days after the end of each month. The Provider may also be assessed an additional $400 late fee on payments not received within thirty (30) days after the end of each month.

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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.

T. 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.

U. The Provider agrees that it shall not make, or permit to be made, any 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.

V. The Provider shall provide instructional tennis classes for youth, adults, senior citizens and the special needs population.

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Exhibit "B"
Insurance Requirements

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability, including coverage for sporting activities

Each Occurrence	$1,000,000
Policy Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Products & Comp. Ops **(If Applicable)**	$1,000,000
Sexual Abuse & Molestation	$1,000,000

B. Endorsements Required:

City of Doral listed as an Additional Insured
Primary Insurance Clause Endorsement
Contingent Liability
Premises and Operations Liability
Waiver of Subrogation in favor of the City

II. Business Automobile Liability

A. Limits of Liability:

Bodily Injury and Property Damage

Combined single limit	$300,000
Any Auto/Owned Autos or	
Scheduled Autos Including	
Hired and Non-owned Autos	
Any One Accident	

III. Workers Compensation (Coverage A)

Statutory limits as required - State of Florida

Employer's Liability (Coverage B)

$100,000 for bodily injury caused by an accident, each accident
$100,000 for bodily injury caused by disease, each employee
$500,000 for bodily injury caused by disease, policy limit

Workers' Compensation insurance is required for all persons fulfilling the obligations and services defined in this Agreement, whether employed, contracted, temporary or subcontracted by the Provider.

Waiver of Subrogation in favor of the City.

III. **Professional Liability/Error's** & **Omissions (If Applicable)**

A. Limits of Liability

Each Claim:
Policy Aggregate
"Retro Date" coverage included

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

V. **Accident Medical/Participant Legal Liability (If Applicable) $25,000**

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

All above coverages must remain in force and a Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with thirty (30) days written notice of cancellation or material change from the insurer. If coverage will not be replaced within 10 days with no lapse in coverage, instructor is required to notify City directly.

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

Coverage and Certificates of Insurance are subject to review and verification by the City's 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 Provider. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Provider's interests or liabilities but are merely minimum standards.

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Exhibit "C"
E-Verify

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Doral, Florida, are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (https://www.e-verify.gov/employers/enrolling-in-e-verify) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

_____
Company Name

_____ _____
Offeror Signature Date

_____ _____
Print Name Title

_____
Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this _____day of _____, 2023.

By: _____

☐ Is personally known to me or
☐ Has produced identification (type of identification produced): _____

_____
Signature of Notary Public
Print or Stamp of Notary Public Expiration Date

Docusign Envelope ID: 949712D2-3860-82C2-820B-538F63EB99F1

Exhibit "D"
Pricing Comparison Chart

The below reflects Fourty Love, Inc.'s current and new prices.

Class Category	Fourty Love (current)	Fourty Love (new contract rate)
Youth	$115 2 times per week 1 hour classes 1 month	$140 2 times per week 1 hour classes 1 month
Adult	$150 2 times per week 1 hour classes 1 month	$160 2 times per week 1 hour classes 1 month
Seniors	Free	Free

** The rates are based on the resident rate. Each rate is subject to a 20% surcharge for non-residents.

- Hourly rates for Fourty Love's current prices: Youth $12.77 / Adult $16.67
- Hourly rates for Fourty Love's proposed prices: Youth $15.56 / Adult $17.78

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Exhibit "D"

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 all City of Doral Parks & Recreation related activities and events at all City Facilities.

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 in any programming or activity 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): _____

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/30/2023

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).

PRODUCER	CONTACT NAME: Michele Reitz	
Correll Insurance Group of Hilton Head	PHONE (A/C, No, Ext): (843) 785-7733	FAX (A/C, No):
PO Box 6869	E-MAIL ADDRESS: mreitz@correllhhi.com	
Hilton Head Island SC 29938	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity	18058
INSURED	INSURER B :	
Professional Tennis Registry, Inc.	INSURER C :	
Professional Pickleball Registry, Inc.	INSURER D :	
Professional Platform Tennis Registry, Inc. P. O. Box 4739	INSURER E :	
Hilton Head Island SC 29938	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Master 2023-2024 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2584296	09/01/2023	09/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB875223	09/01/2023	09/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

[Job #: 414 Job Type:]
60043 - Certificate Holder is listed as Additional Insured # 414 with respect to Member # 60043 - Ernesto Rachi , 4630 NW 102nd Ave Apt 205 , Doral FL 33178

CERTIFICATE HOLDER

City of Doral
8300 NW 53rd St, Suite 202
Doral FL 33166

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

Angela Bryant

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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: 9/7/2023 **EXPIRATION DATE:** 9/6/2025

PERSON: ERNESTO H RACHI **EMAIL:** ERNESTORACHI@YAHOO.COM

FEIN: 208878510

BUSINESS NAME AND ADDRESS:

FOURTY LOVE LLC

4630 NW 102 AVE # 205

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.

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.

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GEICO

GEICO GENERAL INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

MAILING ADDRESS
ERNESTO H RACHI AND MARIA G
CAPPA DE RACHI
4630 NW 102ND AVE APT 205
DORAL FL 33178-2232

Policy Number: 4009822497
Effective Date: 01-08-23
Expiration Date: 07-08-23
Registered State: FLORIDA

To whom it may concern:
This letter is to verify that we have issued coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2023
Make: HYUNDAI
Model: TUCSON
VIN: 5NMJECAE8PH258536

COVERAGES	LIMITS	DEDUCTIBLES
Bodily Injury Liability Each Person/Each Occurrence	$100,000/$300,000	
Property Damage Liability	$50,000	
Personal Injury Protection Work Loss Excluded For Insd & Rel	Option O	$500 Ded/Insd&Rel
Uninsured Motorist/Stacked Each Person/Each Occurrence	Insured Rejects	
Comprehensive (Excluding Collision)		$500 Ded
Collision		$500 Ded
Emergency Road Service	ERS FULL	
Rental Reimbursement	$30 Per Day / $900 Max	
Mechanical Breakdown		$250 Ded

____ **Lienholder** ____ **Additional Insured** ____ **Interested Party**

UNKNOWN
1 GEICO PLZ
WASHINGTON, DC 20076-0003

Additional Information:

Issue Date: 06-25-23

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS, AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE OR EMAIL.

U33 12-17

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RESOLUTION No. 23-136

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FOURTY LOVE, INC. FOR THE PROVISION OF INSTRUCTIONAL TENNIS PROGRAMMING AT MORGAN LEVY PARK FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION OF TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS FOR A TOTAL TERM OF FIVE (5) YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Fourty Love, Inc. has been providing instructional tennis programming at Morgan Levy Park within the City of Doral ("City") since 2007; and

WHEREAS, on August 8, 2018, pursuant to Resolution No. 18-118, the City Council awarded Request for Proposals #2018-15, "Morgan Levy Park Instructional Tennis Programming" to Fourty Love, Inc., resulting in an agreement with Fourty Love, Inc. for a period of three (3) years with two (2) additional one (1) year renewal options; and

WHEREAS, the aforementioned agreement between the City and Fourty Love, Inc. is set to expire on October 1, 2023; and

WHEREAS, surveys conducted for the 2022-2023 tennis season by the City reported a 100% satisfaction rate among participants; and

WHEREAS, Fourty Love, Inc. is a longstanding partner with the City and the continuation of services with Fourty Love, Inc. is beneficial for all parties involved, specifically for the youth, adults and seniors in our community that have built relationships with the instructors at Fourty Love, Inc.; and

WHEREAS, pursuant to Sec. 2-323(5) of the City's Code of Ordinances, "training, academic programs, lectures, educational services, or seminars, specialized

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services and recreational instructors" are exempt from the City's competitive bidding procedures; and

WHEREAS, the City Manager's Office respectfully requests that the City Council authorize the City Manager to negotiate and enter into an agreement with Fourty Love, Inc. for the provision of instructional tennis at Morgan Levy Park for an initial term of three (3) years with the option of two (2) additional one (1) year renewals, for a total possible contract term of five (5) years; and

WHEREAS, as with the prior agreement, the new agreement shall provide that Fourty Love, Inc. is responsible for the collection of all registration fees as well as the registration process, and the revenue percentage split will remain the same, i.e., whereby Fourty Love, Inc. retains 75%, and the City retains 25%.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE 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. Approval & Authorization. The Mayor and City Councilmembers hereby authorize the City Manager to negotiate and enter into an agreement with Fourty Love, Inc. for the provision of instructional tennis at Morgan Levy Park for a period of three (3) years with the option of two (2) additional one (1) year renewals, for a total possible contract term of five (5) years. The new agreement shall provide that Fourty Love, Inc. is responsible for the collection of all registration fees as well as the registration process, and the revenue percentage split will remain the same, i.e., whereby Fourty Love, Inc. retains 75%, and the City retains 25%.

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Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

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

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 9 day of August, 2023.

CHRISTI FRAGA, MAYOR

ATTEST:

CONNIE DIAZ, MMC
CITY CLERK

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

VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

Docusign Envelope ID: 949712D2-3860-82C2-820B-538F63EB99F1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2025

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).

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ernesto Rachi
Fourty Love Inc
4630 NW 102nd Ave Apt 205
Doral, FL 33178

COVERAGES **CERTIFICATE NUMBER:** 537458223 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXTVQ3TXYW-03-GL	09/29/2025	09/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			NXTVQ3TXYW-03-GL	09/29/2025	09/29/2026	Each Occurrence: Aggregate:	$1,000,000.00 $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 per the Additional Insured Automatic Status Endorsement. 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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