



Albert Childress  
City Manager

March 13, 2020

Mr. Jose Pineda  
Owner  
10560 NW 74 ST  
Doral, FL 33178

Ref: Contract Extension – Doral Fencing Club

Dear Mr. Pineda:

Please allow this letter to serve notice that the City is extending the current agreement with Doral Fencing Club, which expires at the end of March 2020, for six (6) months to expire at the end of September 2020.

Sincerely,

Albert Childress  
City Manager

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

  
\_\_\_\_\_  
Jose Pineda, Owner

3/20/2020.  
\_\_\_\_\_  
Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
DORAL FENCING CLUB  
FOR  
FENCING PROGRAMMING**

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

**WHEREAS**, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fees for Instructional Fencing Programming (the "Project"); and

**WHEREAS**, the City desires to engage the Provider to perform the services specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
  - 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services (Exhibit A)
  - 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.
  
2. **Term/Commencement Date.**
  - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through March 31, 2020, unless earlier terminated in accordance with Paragraph 8.
  - 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.
  
3. **Compensation and Payment.**

The Provider shall be compensated in the following manner:

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

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

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

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

**4. Subproviders.**

**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 the prior written approval of the City Manager or his designee.

**5. City's Responsibilities.**

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

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

**6. Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Submit an operating budget for the service that provides for registration fees equal to the costs of operating the service.

**7. Conflict of Interest.**

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

**8. Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.

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

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

9. **Insurance.**

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

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

10. **Nondiscrimination.**

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

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

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

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

12. **Indemnification.**

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

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

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

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

For the City:                    Albert P. Childress  
   Acting City Manager  
   City of Doral, Florida  
   8401 NW 53rd Terrace  
   Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.  
City Attorney  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

For The Provider: Jose Pineda  
Owner  
Doral Fencing Club  
10560 NW 74 ST  
Doral, Florida 33178

**14. Governing Law.**

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

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

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

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

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

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

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

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

**17. Nonassignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

**18. Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

**19. Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

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

**20. Compliance with Laws.**

20.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Service.

**21. Waiver**

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

**22. Survival of Provisions**



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

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts**

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

25. **Removal of Unsatisfactory Personnel**

25.1 The City may make written request to Provider for the prompt removal and replacement of any personnel employed or retained by Provider or any sub provider. The Provider shall respond to the City within fourteen calendar days of receipt of such request with either the removal and replacement of such personnel or with written justification as to why removal is not warranted. All decisions involving personnel will be made by Provider. Such request shall solely relate to said employees work under this agreement. In the event the City Manager disagrees with the justification offered by Provider, the City Manager's decision to replace the employee shall be final.

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


Attest:

  
\_\_\_\_\_

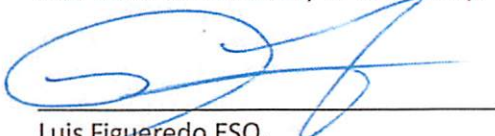
CITY OF DORAL

By: \_\_\_\_\_

Connie Diaz, City Clerk

  
Albert P Childress, Acting City Manager  
Date: April 9, 2019

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

  
Luis Figueredo ESQ.  
City Attorney

PROVIDER

By: JOSE PINEDA  
Its: OWNER  
Date: 03/29/2019

**Exhibit A**  
**Scope of Services**

**Section 1- Provider Responsibilities**

- 1.1 The Provider's services shall be performed on the days and hours set forth on the Program Request Form submitted for such services, such form set forth as **Exhibit "D"** hereto. **Exhibit "D"** is subject to approval by the Parks & Recreation Department.
- 1.2 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 Program Request Form to the Department for practice and game sessions no less than four (4) weeks prior to the beginning of each session/season.** All such forms shall be deemed to form a part of this Agreement. Practice and game sessions should allow for setup time for back to back sessions. **The Program Request Form will reflect practice sessions held at Doral Legacy Park.** Usage of any other parks or City facilities must be approved by the Parks & Recreation Director or his/her designee.
- 1.3 Provider must meet a minimum student enrollment of 3 participants. The City will provide space with a maximum of 20 participants per season. The maximum capacity may be increased to 30 participants per session upon approval of the Parks & Recreation Director, or designee. 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.
- 1.4 Non-residents cannot exceed thirty (30%) percent of the full roster unless specifically authorized by the Parks and Recreation Director or designee.
- 1.5 Provider must meet and have a valid certificate of liability insurance as listed in **Exhibit "G"**
- 1.6 The Provider shall stipulate and certify that he/she is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of this Agreement.
- 1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to purchase the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.

- 1.8** 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 program. 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 will not permit any other user of the City property without City approval. 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.
- 1.9** 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 practice sessions for City sanctioned activities or events and agrees to notify the Provider of said cancellations in writing.
- 1.10** All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department.
- 1.11** Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- 1.12** The City reserves the right to bar any of the Provider's employees, coaches, volunteers, vendors and any other third parties from performing work at all facilities for any inappropriate behavior that does not adhere to guidelines established by the City.
- 1.13** Provider must conduct themselves in a professional manner, particularly in the presence of participants, children and parents.
- 1.14** The Provider's overall program shall include guidelines for safety as well as guidelines for the conduct of league officials in interfacing with the general public and City officials. Specifically, abusive language and/or profanity is unacceptable and will not be tolerated, and nothing less than a professional demeanor will be expected. Disciplinary action by the City may include, but not be limited to, suspension of violators from City and Third Party Facilities for a term at the discretion of the Parks and Recreation Director or designee.
- 1.15** Although the City shall not control the instructor's techniques, methods, procedures, or sequence of instruction, the Provider will endeavor to comply with the City's and Department's policies and procedures so as not to interfere with their operation, harm or damage the equipment or facilities afforded to Provider for his/her class or to otherwise disrupt the other on-site activities being offered at such public facilities.

- 1.16 Provider must immediately report all incidents that occur within the program to the Athletic Coordinator as well as the Facility Manager.
- 1.17 Provider is expected to follow-up and communicate with participants and patrons with interest and questions within a 48-hour period.
- 1.18 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 "B"**) 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.* Provider and its employees must also execute a Waiver of Release and Liability (**Exhibit "B"**).
- 1.19 All cleared coaches/volunteers are required to wear an ID badge at all times which will be provided by the City of Doral. If the coach/volunteer does not have their ID badge, they will not be allowed on the field until they have it.
- 1.20 The City shall require all participants in the program to sign a Waiver and Release of Liability located on the Registration Form, a copy of which is attached hereto as **Exhibit "C"**.
- 1.21 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.
- 1.22 Provider cannot exceed the agreed upon participant enrollment cap between the City and Provider unless otherwise determined by the City of Doral.
- 1.23 Provider must remain in good standing for each portion of Program Quality Assessment in **Exhibit "E"**.

- 1.24** Provider shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the American Disabilities Act ("ADA") in the course of providing any services funded in whole or in part by the City, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.
- 1.25** Provider's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.
- 1.26** "City Facilities" shall be defined as all facilities owned and operated by the City of Doral as outlined in Exhibit "H". The City reserves the right to add or delete locations from the Exhibit "H" at any time during the duration of this agreement.
- 1.27** The Provider shall be knowledgeable, adhere to and enforce all City park rules and regulations as well as any other third-party facilities rules to ensure the safe and proper usage of such facilities.
- 1.28** The City reserves the right to add or change practice locations as required to ensure the proper operation.
- 1.29** The Provider shall accept City facilities in 'as-is' condition and shall be responsible for an inspection and/or assessment of the facility conditions. The Provider shall document and report any issues and/or safety concerns to the supervisor on-duty at the facility in a time efficient manner.
- 1.30** The Provider shall not make any permanent or temporary alterations, improvements or additions to City Facilities, or City affiliated facilities without prior written approval from the Parks & Recreation Director or designee. If approved, the provider would be responsible for the cost of any alterations.
- 1.31** The Provider shall remove any temporary alterations, improvements, or additions to City facilities, or City affiliated facilities at the conclusion of the contract term unless noted otherwise in written form by the Parks & Recreation Director or designee.
- 1.32** The City shall be responsible for reasonable maintenance of City Facilities during the term and shall maintain the City Facilities in a safe, clean and neat condition.

- 1.33 Provider shall be responsible for any maintenance or repairs resulting from damages caused by Provider or its employees, agents, guests, invitees, participants and spectators.
- 1.34 The Provider shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each class commences that cannot be corrected immediately by the Department, the class shall be canceled and the matter reported to the Department for correction. If the Provider elects to hold his/her class in the facility provided, it will be presumed that the Provider has inspected the premises and facilities and equipment provided for such class and has accepted same as being safe and suitable for the use intended.
- 1.35 The Provider shall limit registration and play in accordance with available facilities authorized by the City and agrees not to make demands for additional facilities which are not available or do not exist with the City.
- 1.36 The Provider shall not partner with a third partner to offer program services at City/Third Party Facilities without the prior written consent of the City.
- 1.37 The Provider shall be responsible for the storage and maintenance of all equipment. The City shall approve all equipment stored by the Provider at all City Facilities. The Provider assumes the responsibility for any equipment stored at City/Third Party Facilities. The Provider understands that the City may add or delete space as deemed necessary to guarantee the successful operation of other City programming.
- 1.38 Any supplies or equipment left at the facility will be the responsibility of the Provider. The City will not be responsible for any lost, stolen, or broken equipment or supplies.
- 1.39 In the event of inclement weather, City staff will have the final determination as to whether the fields are in safe and playable condition. The City of Doral will make a reasonable effort to have the fields ready for play without sacrificing the safety of City staff and participating patrons. This is to include the use of dry agents as well as alternate means used during field preparations.
- 1.40 The Provider shall notify the City of any changes made to any organizational, management, or programming thirty (30) days prior to the implementation of the changes.
- 1.41 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.** The City will assist in advertising and promotion the program including, but not limited to, the City's website, electronic and paper publications, Doral TV, and social media outlets.

- 1.42 The Provider shall ensure that all equipment and uniforms meet safety guidelines.
- 1.43 The City shall reserve the right to approve or reject uniforms and equipment to ensure safety and quality.
- 1.44 All materials and equipment needed or pertaining to the above stated program will be provided by the Provider at his/her own cost and expense. However, Provider may require students to obtain certain materials required in the program by providing a list of such materials (with approximate costs) to the participants. If Provider makes such materials available to participants, they must be sold at Provider's cost. All equipment provided by the Provider shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.
- 1.45 The sales or advertisement of merchandise is restricted to those materials utilized in and for the class. Fundraising activities conducted by the Provider must be approved by the City in advanced. The Provider shall obtain the City's approval of such merchandise prior to its distribution and advertisement or sale.

## **Section 2- Revenue/ Compensation**

- 2.0 The fee charged to each participant will be described as in the Program Request Form for such class for residents of Doral and 20% more for non-residents of Doral. The entire balance of this surcharge for non-residents shall be retained by the City. Provider may not charge more than the approved rate listed in the Pricing Sheet and program request form (Exhibit "D"). Any changes in pricing, discounts and/or payment processes or payment options must be approved by the City prior to implementation.
- 2.1 The Provider shall be compensated in the following manner:

In consideration of the releases and indemnities contained herein and of the Provider's Services in connection with the classes, programs, and activities, described herein, the Provider shall be paid 75% of the fees paid by participants (includes, but not limited to, registration fees, instructional fees and clinic fees) and the exclusive of the non-resident surcharge which will be retained by the City . On behalf of the City the Provider will collect all fees from the participants retain its compensation and transfer the remainder to the City in the form of a check made payable to: *City of Doral*. Payment to the City must be made within fourteen (14) calendar days after the end of each season and/or session. Failure to make timely payments to the City is a breach of this agreement which may be cured by the Provider paying the fees owed plus an additional \$750 late fee on payments not received within fourteen (14) days after the end of each season/session and an additional \$750 late fee on payments not received within thirty (30) days after the end of each season/session. 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.

- 2.2 Provider must submit payout form displayed in "Exhibit F", registration forms, reports and rosters to Program Coordinator each month along with the payment each month.
- 2.3 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.

### **Section 3- Evaluation**

- 3.1 There will be Quality Assessments every three months. These Assessments will evaluate the quality of the program, how enjoyable it is for the participants, and how efficiently the program is being run by the provider.
- 3.2 The Quality Assessments will be broken down into two categories: Program Assessment Portion and Provider Assessment Portion.

#### **Program Assessment Portion**

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

#### **Provider Assessment Portion**

- Payments on time each month – Maximum 5 points each month
  - Payment in full requires full payment by the 14<sup>th</sup> day after the end of season, including copy of roster, date of payments and amount paid (and including 20% non-resident fee). The report(s) will include this information along with the

amount due to the City. If the report(s) is missing information or the payment is not received in full and on time it is considered late. If anything is missing – There will be along with a \$750 late fee, 2 points will be deducted from the possible 5 points. If the full payment and/or report(s) are not submitted by the end of the 30<sup>th</sup> Day after the end of season, an additional \$750 late fee will be assessed and 1 point will be awarded.

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

Monthly Points for Quality Assessment:

Full payment and correct reports	
5 points	14 days
3 points	14-30 days
1 point	30 or more days

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

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

Quarterly Survey	
15 points	90% satisfied
12 points	85%
9 points	80%
6 points	75%

0 points	70% or less
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Maximum 15 total points can be assessed each month, plus an additional 15 points at the end of the quarter for the quarterly survey. The provider will receive 3 Quarterly Reviews throughout the year as well as an Annual Review.

**Standing for Registrants and Survey (20 possible points per Quarter) – Program Assessment**

- 27-30 points – Excellent Standing
- 24-26 points – Good Standing
- 0-23 – Poor Standing

**Standing for Payment and Spot Checks (30 possible points per Quarter) – Provider Assessment**

- 27-30 points – Excellent Standing
- 24-26 points – Good Standing
- 0-23 – Poor Standing

Provider must remain in a minimum of Good Standing in both Assessments.



EXHIBIT "B"

# Parks and Recreation BACKGROUND CHECK RELEASE FORM

VOLUNTEER       CONTRACTUAL       EMPLOYEE

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

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

### NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBER

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

## CURRENT PERSONAL DATA

NAME \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

Criminal background records/information

National Sex Offender Registry check

Credit History Check

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

5-13-2009

EXHIBIT "C"

CITY OF DORAL

WAIVER AND RELEASE OF LIABILITY/MEDICAL TREATMENT CONSENT

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

Morgan Levy Park, 5300 NW 102<sup>nd</sup> Avenue / Doral Meadow Park, 11555 NW 58<sup>th</sup> Street  
Doral Legacy Park, 11400 NW 82 Street / Doral Central Park 3000 NW 87<sup>th</sup> Avenue.

(Name and Address of Facility)

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

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

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

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

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

PHOTO RELEASE

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

I, on behalf of myself or my child/ward, have read the above provision, fully understand its terms, and understand that I, on behalf of myself or my child/ward, have given up substantial rights by signing this waiver and I acknowledge that I signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent

**allowed by law and I agree that, if any portion of this Registration Form is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.**

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

**PROGRAM REQUEST FORM**

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

Name of Program: Doral Fencing Club

Participant Ages: from 5 to 50

Day(s) of the week program is offered: Monday, Friday and Saturday

Time of Program: from M & F 6 pm to 8 pm  
Sat 12 and 12 pm

Program Dates: from ASAP to \_\_\_\_\_

Program Fee: \$200 P/month

Program Enrollment: Minimum 5 Maximum 30

Materials to be supplied by participants: after 30 days

mask, foil and Jacket will need to be purchased

Materials to be supplied by Provider: mask, foil and Jacket

will be provided for the first 30 days.

Materials to be supplied by the City: \_\_\_\_\_

Additional Program Requirements: \_\_\_\_\_



Point of Contact: Jose Pineda

Address: 10400 NW 74<sup>th</sup> St, APT # 205

City/State/Zip Code: Doral, FL, 33178

Phone Number: 786-860-7614 Fax: \_\_\_\_\_

E-mail: Doralfencingclub@gmail.com

IT STARTS IN  
**PARKS**



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

- Aug-Nov will be received in Dec
- Dec-Feb will be received in March
- March-May will be received in June
- Final review and Total points Aug-May will be received in June

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

#### Program Assessment Portion

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

#### Provider Assessment Portion

- Payments on time each month – Maximum 5 points each month
  - Payment in full requires full payment by the 14<sup>th</sup> of the following month and including copy of roster, date of payments and amount paid (and including 20% non-resident fee). The report(s) will include this information along with the amount due to the City. If the report(s) is missing information or the payment is

not received and in full on time it is considered late. If anything is missing – There will be along with a \$750 late fee, 2 points will be deducted from the possible 5 points for each month's payment. If the full payment and report(s) are not submitted by the end of the month an additional \$750 late fee will be assessed and an additional 2 points will be deducted from the possible 3 points remaining points of the original 5. If the payment is made after the conclusion of that month only 1 point will be assessed for the payment points that month.

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



## Soccer Program Provider Quarterly Assessment

Provider \_\_\_\_\_  
 Date \_\_\_\_\_  
 Session \_\_\_\_\_

### Program Assessment Portion

#### Criteria:

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

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

#### Scores:

Total Capacity Allowed \_\_\_\_\_

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

Satisfaction Survey	
% Satisfied	
Points	

1st Monthly points \_\_\_\_\_  
 2nd Monthly points \_\_\_\_\_  
 3rd Monthly points \_\_\_\_\_  
 Quarterly Survey \_\_\_\_\_

Total Points for Program Assessment Portion \_\_\_\_\_

#### Notes:

City:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Provider:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Provider Assessment Portion

### Criteria:

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

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

### Scores:

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

	Offenses	points
1st Month		
2nd Month		
3rd Month		

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

## Standings

### Criteria:

Standing for Each  
Assessment

points	standing
27-30	Excellent
24-25	Good
0-23	Poor

Points received for Program Assessment	
Standing achieved for Program Assessment	

Points received for Provider Assessment	
Standing achieved for Provider Assessment	

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



<b>Program:</b> Days: _____ Begins: _____ Start Time: _____ (R) Fee: _____ Monthly Fee: _____	<b>Ends:</b> End Time: _____ (NR) Fee: _____ Monthly Fee: _____	<b>Instructor:</b> _____ <b>Address:</b> _____ <b>Facility:</b> _____ <b>Deposit Dates:</b> _____ Month of —
--	--	--

	Last	First	Fee	Non-Res				Last	First	Fee	Non-Res		
				20% Sur	%City	% Ins					20% Sur	%City	% Ins
1							22						
2							23						
3							24						
4							25						
5							26						
6							27						
7							28						
8							29						
9							30						
10							31						
11							32						
12							33						
13							34						
14							35						
15							36						
16							37						
17							38						
18							39						
19							40						
20							41						
21							42						
<b>TOTALS</b>			\$0.00	\$0.00	\$0.00	\$0.00				\$ -	\$0.00	\$0.00	\$0.00

Total Registered: \_\_\_\_\_  
 Total Residents: \_\_\_\_\_  
 Total Non-Residents: \_\_\_\_\_  
 Grand Total Collected: \$0.00

Amount to City (%) \$0.00  
 Amount to Instructor (%) \$0.00

Date Submitted: \_\_\_\_\_

Received By: \_\_\_\_\_

\*\*\*Highlighted names identify Split Payment  
 \*\* Highlighted names identify non-resident  
 \* Highlighted names identify Family Discount

**EXHIBIT "G"**

**INSURANCE REQUIREMENTS- AGREEMENTS FOR OUTSIDE INSTRUCTORS**

- I. **Commercial General Liability**
  - A. **Limits of Liability**

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products & Comp. Operations (If Applicable)	\$1,000,000
Sexual Abuse & Molestation	\$100,000
  
  - B. **Endorsements Required:**
    - City of Doral listed as an Additional Insured
    - 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166
  
    - Contingent Liability
    - Premises and Operations Liability
  
- II. **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
  
- III. **Professional Liability/Error's & Omissions (If Applicable)**
  - A. **Limits of Liability**

Each Claim	\$1,000,000
Policy Aggregate	\$1,000,000
  - "Retro Date" coverage included

**All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement.**

**Policies shall provide the City of Doral written notice of cancellation or material change from the insurer in accordance to policy provisions. 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".**

**Requirements herein are minimums. Coverages, limits, policies and certificates of insurance are subject to review, verification, and amendment by Risk Management.**

**RESOLUTION No. 20-43**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BID PROCESS PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES AND AUTHORIZING THE CITY MANAGER TO EXTEND THE EXISTING AGREEMENT WITH DORAL FENCING CLUB FOR THE PROVISION OF FENCING PROGRAMMING FOR THE CITY OF DORAL PARKS AND RECREATION DEPARTMENT FOR A PERIOD OF SIX (6) MONTHS THROUGH SEPTEMBER 2020; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Doral Fencing Club is a unique and successful program currently offered in our parks. Doral Fencing Club began offering programming at Doral Legacy Park in April 2019 and provides another sport option outside of the traditional sports for both boys and girls; and

**WHEREAS**, the program practices three-four times a week and pays the City 25% of all registration fees collected on a monthly basis; and

**WHEREAS**, the current agreement with Doral Fencing Club is set to expire at the end of March 2020; and

**WHEREAS**, Staff respectfully requests Mayor and City Council-members approval to waive the competitive bid process as pursuant to section 2-321 of the City Code of Ordinances and authorize the City Manager to extend the existing agreement with Doral Fencing Club for the provision of providing fencing program for the City of Doral Parks and Recreation Department for a period of six (6) months through September 2020 .

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

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



**Section 2. Approval & Authorization.** The Mayor and City Councilmembers hereby approve the waiving of the competitive bid process as pursuant to Section 2-321 of the City Code of Ordinances and authorize the City Manager to extend the existing agreement with Doral Fencing Club for a period of six (6) months through September 2020.

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


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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 11 day of March, 2020.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, 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:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY