

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
FLORIDA KARATE CLUBS  
FOR  
KARATE PROGRAMMING MANAGEMENT**

**THIS AGREEMENT** is made between **ASAKA INTL, COPR D.B.A. FLORIDA KARATE CLUBS** a Florida corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

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

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

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

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

- 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as **Exhibit "A"**, which is incorporated herein and made a part hereof by this reference.
- 1.2 The "Scope of Services" includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 The term of this agreement shall become effective on the date listed in the issuance of a written Notice to Proceed ("NTP") by the City. Provider shall not commence any services until the City issues the NTP. The agreement shall remain in effect for two (2) years from the date stated on the written NTP, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this agreement for two (2) additional one (1) year terms.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

The Provider shall be compensated in the following manner:

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

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

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

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

4. **Sub-providers.**

4.1 The Provider shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Service.

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

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.3 The City will approve any rates, or the manner for setting such rates charged by the Provider.
- 5.4 The City will approve the operating budget for services performed under this Agreement.

6. **Provider's Responsibilities.**

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

7. **Conflict of Interest.**

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

8. **Termination.**

- 8.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.

- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit G**. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The provider represents and warrants that it has only one employee and is therefore not required to carry worker's compensation insurance.
- 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

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: Luis Sanchez  
Owner  
Florida Karate Clubs  
11251 NW 20 ST, #118  
Miami, FL 33172

14. **Governing Law.**

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

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

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

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

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

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

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

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

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

17. **Non-assignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

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

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

20. **Compliance with Laws.**

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts**

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

25. **Removal of Unsatisfactory Personnel**

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

26. **Force Majeure**



26.1 Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

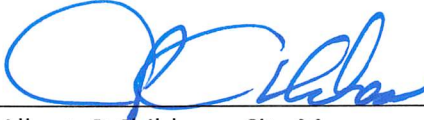
26.2 In the event such an event prevents performance thereunder for a period in excess of ninety (90) days, then either party may elect to terminate or suspend this Agreement by a written notice.

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

Attest:

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

**CITY OF DORAL**

By:   
\_\_\_\_\_  
Albert. P Childress, City Manager  
Date: Mar 25, 2020

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

**APPROVED**

By Luis Figueredo, ESQ at 9:09 am, Mar 26, 2021

Luis Figueredo, ESQ.  
City Attorney

PROVIDER

By: *Luis*  
Its: President  
Date: 03/15/21

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

**Section 1- Provider Responsibilities**

- 1.1 The Provider's services shall be performed on the days and hours set forth on the Program Request Form submitted for such services, such form set forth as Exhibit D hereto.
- 1.2 The Provider and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "Department", will agree upon class schedules, as well as potential game and tournament schedules. ***Provider agrees to submit a Program Request Form to the Department for each class being proposed not less than four (4) weeks prior to the beginning of each session.*** All such forms shall be deemed to form a part of this Agreement. Classes and other programs should allow for setup time for back to back classes.
- 1.3 Provider must meet minimum student enrollment (5 participants) based upon the type of program as described below in Article 5.0 titled "Activity Classifications and Class Size Minimums". The City will provide the classroom or field/court space with a maximum of forty (40) participants per class. ***The Provider agrees to take daily attendance of all students registered for the class.***
- 1.4 The fee charged to each participant will be described as in the Program Request Form for such class for residents of Doral and **20% more** for non-residents of Doral. **The entire balance of this surcharge for non-residents shall be paid to the City.** Provider may not charge more than the approved rate listed on **Exhibit "D"**.
- 1.5 The Provider warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 1.6 The Provider agrees that they shall be solely responsible for all costs and /or expenses associated with, or as a result of its operation under this Agreement. The Provider shall stipulate and certify that he/she is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of this Agreement.

- 1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to purchase the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.
- 1.8 ***Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.***
- 1.9 The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider.
- 1.10 The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. ***Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.*** The City reserves the right to cancel game or practice sessions for City sanctioned activities or events and agrees to notify Provider of said cancellations in writing.
- 1.11 All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department. The Department or City may require that the Provider not be permitted to utilize specific assistants, substitutes, or additional instructors who have failed to follow the Department rules.
- 1.12 Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- 1.13 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.

- 1.14 The Provider also acknowledges that he or she is primarily responsible for the conduct of the students in all classes under his or her charge.
- 1.15 If the Provider will be providing Services directly with minor children without parental supervision, the Provider shall, prior to commencing Services under this Agreement, comply with the City's policy regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level II screening. The City will furnish the Provider with a background release form (**Exhibit "B"**) for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will come in contact with a child at the Provider's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's employees or any individual who will come in contact with a child at the City through Provider or at Provider's direction, authorizing the City to conduct an inquiry. The result of the inquiry may be deemed acceptable by the City in its sole and complete discretion. *If the Provider has recently had a background screening conducted by another agency, the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* Provider and its employees must also execute a Waiver of Release and Liability (**Exhibit "C"**).

The City shall require all participants in the programs to sign a Waiver and Release of Liability located on the Registration Form, a copy of which is attached hereto as **Exhibit "C"**

- 1.16 The City shall be compensated in the following manner:

In consideration of the releases and indemnities contained herein and of the Provider's Services in connection with the classes, programs, tournaments, and activities, described herein, the City shall be entitled to 25% of the fees paid by participants and the Provider shall be entitled to the remaining 75% of fees paid. The non-resident surcharge is fully payable to the City and shall not be included in the monthly gross income calculation.

The Provider will collect all fees from the participants. The Provider shall pay 25% of the gross income after each month to the City in the form of a check made payable to: *The City of Doral*. Payment to the City must be made within fourteen (14) calendar days after the end of each month. Payments which are made after fourteen (14) calendar days are considered late. 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.

- 1.19 Provider will be subject to Program Quality Assessments by City (**Exhibit "E"**).
- 1.20 The Provider shall have the necessary capabilities to provide Virtual Programming to the community in the case that City facilities are closed for an extended period of time.



EXHIBIT "B"

# Parks and Recreation

## BACKGROUND CHECK RELEASE FORM

VOLUNTEER       CONTRACTUAL       EMPLOYEE

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

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

### NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBER

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

### CURRENT PERSONAL DATA

NAME \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

Criminal background records/information

National Sex Offender Registry check

Credit History Check

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

5-13-2009



**Exhibit "C"**

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

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

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

(Name and Address of Facility)

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

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

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

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

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

**PHOTO RELEASE**

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

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

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

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

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

## City of Doral Communicable Diseases Protocol

### Release of liability and assumption of Risk Agreement

Player Name: \_\_\_\_\_ Date: \_\_\_\_\_

In returning back to the City of Doral Park facilities , which is not mandatory and is only voluntary, if you feel it is safe for you and your child(ren), you will have to agree to the following terms and conditions and the return to play guidelines posted on our website, [cityofdoral.com](http://cityofdoral.com)

This form must be signed prior to your first training session.

Players may not participate if any of the following conditions are present:

- No signs or symptoms of COVID-19 in the past 14 days. If a person has had a documented case of the COVID-19 infection, a doctor's note is needed to clear to participate in training sessions after the applicable period of quarantine for 14 days. If the child sick, he/she must stay at home.
- You must maintain normal temperature readings; temperature checks should be conducted daily prior to attending any training or athletic event. If a player has a temperature of 100.4 or above, they will be sent home and unable to participate in activity.
- Coaches and staff will ask each athlete if they are experiencing any signs or symptoms of COVID-19. If the athlete shows any signs or symptoms of infection, they will be sent home and need to contact a healthcare provider and provide a medical release form prior to returning to activity.
- Each Player is responsible for having their own infection prevention supplies to be utilized, such as (hand sanitizer, facial tissues, facial covering). Players are encouraged to wash their hands often with soap and water for at least 20 seconds before and after practice or games. If soap and water is not available, use your own hand sanitizer.
- Each player has to have their own equipment and water bottle and will not be permitted to share or come in physical contact with another player. Players must bring a water bottle or they will not be allowed to train.
- No high fives, huddling, hugging, no spitting, or coughing. Players must arrive fully dressed at the fields with a mask on which can only be taken off at the start of the practice or game.
- Parents are expected to remain in their car for the duration of practice and are not permitted on the fields or facilities.
- By participating in events and activities at the City's park facilities , I acknowledge that there are certain risks to me arising from or related to possible exposure to communicable disease including, but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS - CoV2)" , which is responsible for the Coronavirus Disease ( also known as COVID-19) and /or any mutation or variation thereof (collectively referred to as " Communicable Disease"). I am fully aware of the hazards associated with such Communicable Disease and knowingly and voluntarily assume full responsibility for

any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases.

I, for myself or for my minor child (ren) or ward (s) , and on behalf of my / our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, **HEREBY EXPRESSLY RELEASE , HOLD HARMLESS, AND FOREVER DISCHARGE THE CITY OF DORAL AND ITS OFFICERS, OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OTHER PARTICIPANTS, SPONSORS, ADVERTISERS , AND , IF APPLICABLE, OWNERS AND LESSORS OF PREMISES UPON athlete EVENTS AND ACTIVITIES TAKE PLACE ( THE RELEASED PARTIES”)**, from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any **ILLNESS,INJURY, DIASABILITY, DEATH OR OTHER DAMAGES INCURRED DUE TO OR IN CONNECTION WITH COMMUNICABLE DISEASES, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASE PARTIES OR OTHERWISE**, TO THE FULLEST EXTENT PERMITTED BY LAW.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I have read this release of liability and assumption of Risk Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

X \_\_\_\_\_  
Participant Name Age Date FOR  
PARENTS/ GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 AT TIME OF REGISTRATION) I certify that I am the legal parent/guardian with responsibility for this participant, and that I have read the foregoing Agreement and do consent and agree to his/her release of all the Released Parties as provided above. I further agree that, for myself, my heirs, assigns, beneficiaries , executors, administrators , personal representatives, and next of kin, I expressly release and agree to indemnify and hold harmless the Released Parties from any an all liability incident to the above Participant’s involvement or participation in events or activities at the City of Doral Park Facilities as provided herein, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES**, to the fullest extent permitted by law.

X \_\_\_\_\_  
Parent Name Date Phone

EXHIBIT "D"

PROGRAM REQUEST FORM

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

Name of Program: Florida Karate Clubs

Participant Ages: from 4 to adults

Day(s) of the week program is offered: Tuesday to Friday

Time of Program: from Anytime from 5 to 8 pm

Program Dates: from All year long to \_\_\_\_\_

Program Fee: \$130/month for Doral Residents

Program Enrollment: Minimum 10 Maximum 100

Materials to be supplied by participants: n/a

Materials to be supplied by Provider: Karate Uniform + Tatami mat

Materials to be supplied by the City: n/a

Additional Program Requirements: None

Point of Contact: Luis Sanchez

Address: 11251 nw 20 street, #118

City/State/Zip Code: Miami, Florida 33172

Phone Number: (305) 305-0286 Fax: \_\_\_\_\_

E-mail: info @ FloridaKarateclubs.com

IT STARTS IN  
**PARKS**



### Exhibit "E"

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

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

#### Program Assessment Portion

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

#### Provider Assessment Portion

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

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

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



## Program Provider Quarterly Assessment

Provider \_\_\_\_\_

Date \_\_\_\_\_

Session \_\_\_\_\_

### Program Assessment Portion

#### Criteria:

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

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

#### Scores:

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

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

Satisfaction Survey	
% Satisfied	
Points	

1st Monthly points \_\_\_\_\_

2nd Monthly points \_\_\_\_\_

3rd Monthly points \_\_\_\_\_

Quarterly Survey \_\_\_\_\_

Total Points for Program 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
24-26	Good
0-23	Poor

Points received for Program Assessment	
Standing achieved for Program Assessment	

Points received for Provider Assessment	
Standing achieved for Provider Assessment	

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

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

### Exhibit "F" - Payout Form

Program :	Instructor:
Days:	
Session Begins:	Ends:
Start Time:	End Time:
Resident Fee:	Non-Resident Fee:
<i>**14 business days after end of program</i>	

	Last	First	Res.	Non-Res 20% Sur	XX%City	XX% Ins		Last	First	Res.	Non-Res 20% Sur	XX%City	XX% Ins
1					\$ -	\$ -	24					\$ -	\$ -
2					\$ -	\$ -	25					\$ -	\$ -
3					\$ -	\$ -	26					\$ -	\$ -
4					\$ -	\$ -	28					\$ -	\$ -
5					\$ -	\$ -	29					\$ -	\$ -
6					\$ -	\$ -	31					\$ -	\$ -
7					\$ -	\$ -	32					\$ -	\$ -
8					\$ -	\$ -	33					\$ -	\$ -
9					\$ -	\$ -	34					\$ -	\$ -
10					\$ -	\$ -	35					\$ -	\$ -
11					\$ -	\$ -	36					\$ -	\$ -
12					\$ -	\$ -	37					\$ -	\$ -
13					\$ -	\$ -	38					\$ -	\$ -
14					\$ -	\$ -	39					\$ -	\$ -
15					\$ -	\$ -	40					\$ -	\$ -
16					\$ -	\$ -	41					\$ -	\$ -
17					\$ -	\$ -	42					\$ -	\$ -

<b>TOTALS</b>	0.00	0.00	0.00	0.00									
---------------	------	------	------	------	--	--	--	--	--	--	--	--	--

<b>Total Registered</b> _____	
<b>Total Collected-Residents:</b> 0.00	<b>Amount to City (30%)+ 20% Surcharge</b> 0.00
<b>Total Collected-NonRes. Surcharge</b> 0.00	<b>Amount to Instructor (XX%)</b> 0.00
<b>Grand Total Collected</b> 0.00	

Received by Admin on : \_\_\_\_\_  
 Park Supervisor Signature: \_\_\_\_\_

**\*\* Highlighted names identify pro-ration**

**EXHIBIT "G"**  
**MINIMUM INSURANCE REQUIREMENTS**

**I. Commercial General Liability**

**A. Limits of Liability**

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per Job/Location)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000
Sexual Abuse & Molestation	\$250,000

**B. Endorsements Required**

City of Doral listed as an additional insured  
Contingent & Contractual Liability  
Premises and Operations Liability  
Primary Insurance Clause Endorsement

**II. Business Automobile Liability**

**A. Limits of Liability**

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non- Owned Autos	
Any One Accident	\$1,000,000

**B. Endorsements Required**

City of Doral listed as an additional insured

**III. Workers Compensation / Employers' Liability**

**A. Workers Compensation Limits: Statutory - State of Florida**

**B. Employers Liability Limits:**

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

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

*Proof of Exemption (exclusion from workers' compensation laws) may be submitted FOR INDIVIDUAL SUBCONTRACTORS, as applicable. Approval of exempted status may be considered by City Risk Management.*

**IV. Professional Liability/Errors & Omissions (If Applicable)**

A. Limits of Liability  
Each Claim                      \$250,000  
Policy Aggregate                \$250,000  
"Retro Date" coverage included

**V. Umbrella or Excess Liability** insurance can be utilized to provide the 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 Additional Insured status.

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

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice within 10 days of the change or cancellation.

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

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

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities, but are merely minimums.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/2/2021

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>FL DEAN JAMIE EATMON</b> <b>12800 UNIVERSITY DR STE 125</b> <b>FORT MYERS, FL 33907-5335</b> <b>8007452409</b>	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 8007452409	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> United States Fire Insurance	<b>NAIC #</b> 21113
	<b>INSURER B:</b>	
<b>INSURED</b> SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:  <b>Asaka International Corp. dba Florida Karate Clubs</b> <b>11251 NW 20th St. Unit 118</b> <b>Miami, FL 33172</b>	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** USP331018                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		SRPGAPML-101-0720	02/01/2021 12:01 AM	02/01/2022 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
	PRODUCTS - COMP/OP AGG						\$2,000,000.00	
	PERSONAL & ADV INJURY						\$1,000,000.00	
	EACH OCCURRENCE						\$1,000,000.00	
	FIRE DAMAGE (Any one fire)						\$300,000.00	
	MED EXP (Any one person)						\$0.00	
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		SRPGAPML-101-0720	02/01/2021 12:01 AM	02/01/2022 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000.00
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
	<b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						AGGREGATE	\$
							EACH OCCURRENCE	\$0.00
							GENERAL AGGREGATE	\$0.00
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
**Martial Arts Studio**  
The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

<b>CERTIFICATE HOLDER</b>  City of Doral 8401 NW 53rd Ter Doral, FL 33166	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Francis L. Dean

**FRANCIS L. DEAN & ASSOCIATES, LLC.**

12800 UNIVERSITY DRIVE #125

FORT MYERS, FL 33907

800-745-2409

FAX 630-665-7294

**WWW.FDEAN.COM**

INSURANCE COMPANY: United States Fire Insurance Company  
POLICY NUMBER: USP331018  
POLICYHOLDER: Asaka International Corp. DbA Florida Karate Clubs  
EFFECTIVE DATE OF CHANGE: March 1, 2021 at 12:01 AM Standard Time at the address of the Policyholder

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The following change(s) has been made to the policy listed above:

Hired/non-owned automobile coverage of \$1,000,000 is added to the policy.

Additional premium: \$850.00



CHIEF FINANCIAL OFFICER  
Jimmy Patronis  
STATE OF FLORIDA

## Educational Information

### **Determining Workers' Compensation Coverage for Sole Proprietors and Partners Engaged in the Non-Construction Industry**

The purpose of this notice is to assist and educate the public who may consider doing business with sole proprietors and partners engaged in the non-construction industry.

Section 440.02 of Florida's Workers' Compensation law defines an employer and an employee. The type of work the employer is conducting and the number of employees working for the employer determines whether the employer is required to obtain workers' compensation insurance.

A sole proprietor or partner engaged in the non-construction industry who employs three or fewer full or part-time employees, is NOT required to obtain workers' compensation coverage. In addition, the sole proprietor or partner engaged in the non-construction industry is NOT included in the employee count for determining whether the non-construction business is required to obtain workers' compensation coverage.

However, if the sole proprietor or partner engages in a construction-related activity as defined in subsection 440.02(8), Florida Statutes, or in Rule 69L-6.021, Florida Administrative Code, the business must comply with the workers' compensation coverage requirements for the construction industry.

This notice does not apply to a corporate officer as defined in subsection 440.02(9), Florida Statutes.

This notice is not intended to establish independent contractor status as defined in subsection 440.02(15), Florida Statutes.

If you have any questions, please call (850) 413-1609. To learn more about Florida's workers' compensation coverage requirements, visit the Division of Workers' Compensation's website at [www.myfloridacfo.com/Division/wc/](http://www.myfloridacfo.com/Division/wc/).



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:** 3/11/2021

**EXPIRATION DATE:** 3/11/2023

**PERSON:** LUIS A SANCHEZ

**EMAIL:** INFO@FLORIDAKARATECLUBS.COM

**FEIN:** 043632728

**BUSINESS NAME AND ADDRESS:**

ASAKA INTERNATIONAL, CORP.

FLORIDA KARATE CLUBS

4809 VOLUTEER RD

FORT LAUDERDALE, FL 33330

**SCOPE OF BUSINESS OR TRADE:**

YMCA, YWCA, YMHA or  
YWHA Institution-All  
Employees & Clerical

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IMPORTANT: Pursuant to subsection 440.05(14), 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(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), 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.



**RESOLUTION No. 20-56**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #2020-02 "RECREATIONAL PROGRAMS" FOR THE CITY OF DORAL PARKS TO THE TOP RANKED FIRMS, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JAZZERCISE, YMCA OF SOUTH FLORIDA, DORAL YOGA AND WELLNESS AND FLORIDA KARATE CLUBS FOR A TERM OF TWO (2) YEARS WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS FOR A POSSIBLE TOTAL OF FOUR (4) YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, On January 21, 2020, Request for Proposals #2020-02, "Recreational Programs" was advertised for the provision of providing recreational programming for youth, adults, and seniors of any and all abilities; and

**WHEREAS**, eleven (11) proposal submittals were received on February 18, 2020 with nine (9) proposals meeting the required criteria; and

**WHEREAS**, an evaluation meeting was held on March 3, 2020 where all submitted proposals were scored and ranked. The evaluation committee determined that based on an average of a Three Hundred (300) Point System. The award is limited to firms that averaged at least 250.0 points and the firms ranked as follows:

- |                            |            |
|----------------------------|------------|
| 1. Jazzercise              | 277 Points |
| 2. YMCA of South Florida   | 270 Points |
| 3. Doral Yoga and Wellness | 263 Points |
| 4. Florida Karate Clubs    | 262 Points |

**WHEREAS**, Staff respectfully requests the approval to award Request for Proposals #2020-02 "Recreational Programs" for City of Doral parks to the top ranked firms and authorize the City Manager to negotiate and enter into an agreement with Jazzercise, YMCA

of South Florida, Doral Yoga and Wellness and Florida Karate Clubs for the provision of providing recreational programming for youth, adults, and seniors of any and all abilities for a period of two (2) years with the option for two (2) one (1) year renewals, for a possible total of four (4) years. The City and the awarded recreational program provider(s) will split the revenue generated from the program's registration between a range of 75/25% - 70/30% with the City being entitled to 25-30%. Registration will either be collected by the provider or the City, depending on the submitted proposal. All revenue collected will be deposited into GL Account 001.0019000.347405 (Recreation – Community Center) or Revenue Account: 001.9000.347200 (Recreation Fees) depending on the program.

**NOW THEREFORE, BE IT RESOLVED BY 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 of Services.** The award of Request for Proposals #2020-02 to Jazzercise, YMCA of South Florida, Doral Yoga and Wellness and Florida Karate Clubs for the provision of providing recreational programming for youth, adults, and seniors of any and all abilities is hereby approved.

**Section 3. Authorization to Procure Services.** The City Manager is hereby authorized to negotiate and enter into an agreement with Jazzercise, YMCA of South Florida, Doral Yoga and Wellness and Florida Karate Clubs for the provision of providing recreational programming for youth, adults, and seniors of any and all abilities for a period of two (2) years with the option for two (2) one (1) year renewals, for a total of five (4) years. The City and the awarded recreational program provider(s) will split the revenue generated

from the program's registration between a range of 75/25% - 70/30% with the City being entitled to 25-30%. Registration will either be collected by the provider or the City, depending on the submitted proposal. All revenue collected will be deposited into GL Account 001.0019000.347405 (Recreation – Community Center) or Revenue Account: 001.9000.347200 (Recreation Fees) depending on the program. The agreements are subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City. This Authorization does not create or confer any rights to Jazzercise, YMCA of South Florida, Doral Yoga and Wellness and Florida Karate Clubs or any of the other ranked firms.

**Section 4. 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.

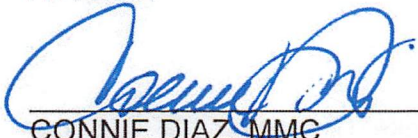
The foregoing Resolution was offered by Councilman Cabrera who moved its adoption. The motion was seconded by Councilwoman Cabral and upon being put to a vote, the vote was as follows:

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 22 day of April, 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