



Memorandum

Date: January 25, 2017

To: Barbara Hernandez, Parks & Recreation Director

From: Steven Diaz, Recreation Programs Coordinator 

Subject: Contract Extension – Siman Orchestral Foundation

The City of Doral and Siman Orchestral Foundation have been partners since 2015. Since signing the agreement with the City (attached), Siman Orchestral Foundation has abided by its contractual guidelines without fault. Siman Orchestral Foundation is a free orchestral training program offered at Morgan Levy Park on a weekly basis.

The program caters to male and female participants from ages 6 to 18 and has consistently offered high quality programming to over 30 participants twice a week for the past year. The program offers classes for both experienced and novice musicians looking to sharpen their musical talents. This extension would continue to provide a musical component to the City's repertoire of programs it currently offers while it collects proposals from interested firms who would like to provide these and other recreational programming services.

The orchestra instructor and founder, Ms. Susan Siman, has done an excellent job in working with staff to provide the best service possible. She communicates regularly and is a pleasure to work with.

It is my recommendation that the City extend its contract with Siman Orchestral Foundation for an additional three months through May 2017, the end of their school year session. Pursuant to Section 2.1 of the Professional Services Agreement between the City of Doral and Simon Orchestral Foundation, the City Manager may extend the term of the contract up to an additional 180 days by written notice to the Provider. This would give Siman Orchestra Foundation adequate time to submit a proposal for the upcoming recreational programming bid, if interested. Ms. Siman is an exceptional example to our community and this extension would only continue that trend.



Edward Rojas
City Manager

January 31, 2017

Susan Siman
1750 NW 107 Ave,
Doral, FL 33172

Ref: Contract Extension – Siman Orchestral Foundation

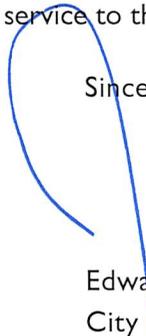
Dear Ms. Siman:

The City is exercising its option to extend its agreement with the Siman Orchestral Foundation for the provision of an orchestral training program (the "Agreement") for a period of three months through May of 2017 (the "Extended Term"). The terms of the Agreement will continue in full force and effect through the Extended Term.

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

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

Sincerely,


Edward Rojas
City Manager

(E. Rojas)
DAE

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind Siman Orchestral Foundation, hereby execute this notice as of the date below.

Siman Orchestral Foundation


Susan Siman, Founder

02/06/17
Date



Edward Rojas
City Manager

February 29, 2016

Susan Siman
1750 NW 107 Ave,
Doral, FL 33172

Ref: Renewal of Contract – Siman Orchestral Foundation

Dear Ms. Siman:

The City is exercising its option to renew the agreement with the Siman Orchestral Foundation for the provision of an orchestral training program (the "Agreement") for a period of one year through February of 2017 (the "Renewal Term"). The terms of the Agreement will continue in full force and effect through the Renewal term.

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

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

Sincerely,


Edward Rojas
City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind Siman Orchestral Foundation, hereby execute this notice as of the date below.

Siman Orchestral Foundation


Susan Siman, Founder


Date



Memorandum

Date: February 29, 2016

To: Barbara Hernandez, Parks & Recreation Director

From: Steven Diaz, Recreation Programs Coordinator 

Subject: Contract Renewal – Siman Orchestral Foundation

The City of Doral and Siman Orchestral Foundation have been partners since 2015. Since signing the agreement with the City (attached), Siman Orchestral Foundation has abided by its contractual guidelines without fault. Siman Orchestral Foundation is a free orchestral training program offered at Morgan Levy Park on a weekly basis.

The program caters to male and female participants from ages 6 to 18 and has consistently offered high quality programming to 42 participants twice a week for the past year (28 of the 42 participants are Doral residents – 67%). The program offers classes for both experienced and novice musicians looking to sharpen their musical talents. Surveys that were conducted during the closing weeks by the City reported over a 95% satisfaction rate among participants. Surveys and summary report sheet are attached. Additionally, when the City went out to bid for Recreational Programming late in 2015, none of the awarded bidders provide a music element. This extension would continue to provide a musical component to the City's repertoire of programs it currently offers.

The orchestra instructor and founder, Ms. Susan Siman, has done an excellent job in working with staff to provide the best service possible. She communicates regularly and is a pleasure to work with.

It is my recommendation that the City renew its contract with Siman Orchestral Foundation for an additional one year through February 2017. Ms. Siman is an exceptional example to our community and this one-year renewal would only continue that trend.

SURVEY REPORT

City of Doral Parks & Recreation Department

Recreation Comment Card

TELL US ABOUT YOUR EXPERIENCE!



RATING SCALE	1		2		3		4		5		Program: Siman Orchestra Foundation - Overall Satisfaction 100%		
	Very Poor		Poor		Average		Good		Excellent				
SCORE SUMMARY	1	Resp.	2	Resp.	3	Resp.	4	Resp.	5	Resp.	TOT	%	Resp.
OVERALL SATISFACTION	0%	0	0%	0	0%	0	0%	0	100%	7	7		
Programs/Activities													
Instructor Knowledge/ Expertise	0%	0	0%	0	0%	0	0%	0	100%	7	7		
Program Affordability	0%	0	0%	0	0%	0	14%	1	86%	6	7		
Promotional/ Marketing of Program	0%	0	0%	0	29%	2	0%	0	71%	5	7		
Duration of Class	0%	0	0%	0	14%	1	14%	1	71%	5	7		
Efficiency of Registration Process	0%	0	0%	0	0%	0	0%	0	100%	7	7		
Community Center													
Cleanliness of Facility	0%	0	0%	0	0%	0	0%	0	100%	7	7		
Multi-Purpose Room Capacities	0%	0	0%	0	29%	2	0%	0	71%	5	7		
Customer Service	0%	0	0%	0	0%	0	14%	1	86%	6	7		
Hours of Operation	0%	0	0%	0	0%	0	14%	1	86%	6	7		
Program Variety offered	0%	0	0%	0	0%	0	0%	0	100%	7	7		
TOTAL	0%	0	0%	0	6%	5	5%	4	88%	68	77		

Are you a resident of Doral?		Yes	71%	5	No	29%	2	
If no, from what City? Kendall								
TOTAL		7						
*How did you hear about our program?								
	%	Resp.	%	Resp.	%	Resp.		
Doral TV	0%	0	Website	13%	1	Flyer	0%	0
Banner	0%	0	City Newsletter	13%	1	Programs & Events Guide	0%	0
Mailing List	0%	0	Word of Mouth	38%	3	TOTAL		8
Other	38%	3						
Would you recommend our programs to a friend?								
	%	Resp.	%	Resp.	TOTAL			7
Yes	86%	6	No	14%	1			

**What additional programs, activities, and sports are of interest to you or any additional comments?



CITY OF DORAL
 RECORD (MASTER) COPY
 TRANSMITTAL FORM
 OFFICE OF THE CITY CLERK

Transmittal From: Parks & Recreation
Department
 Delivered by: Ashley Barcena
Name
 Date of Transmittal: September 25, 2015

City Clerk's Office Date Stamp
 09-25-15P01:10 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement
- Lease
- Deed
- Vehicle Title
- Special Magistrate Order
- Other: _____

Is this record (master) copy to be recorded with the County Clerk? Yes No

Is this contract/ agreement: Capital Improvement Non Capital Improvement

Description of Record Copy: Professional Services Agreement between the City of Doral and the Siman Orchestral Foundation

Approved by Council: Yes* No Council Meeting date: 2-11-15

*(Provide Resolution / Ordinance attached when applicable)

Office of the City Clerk Administrative Use Only

Received by: CONNIE DIAZ

Reviewed for completion by CONNIE DIAZ

Returned to originating Department for the following corrections on: N/A (Date)

Digital archive: 9/25/15 (Date) Hard copy archive: 9/25/15 (Date)

Tracking Log: 9/25/15 (Date) Website: 9/25/15 (Date)

Originals returned on N/A (Date)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND THE
SIMAN ORCHESTRAL FOUNDATION**

THIS AGREEMENT is made between the **SIMAN ORCHESTRAL FOUNDATION**, 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 an orchestral training program (the "Services"); and

WHEREAS, the Provider is a non-profit foundation whose mission is to contribute to the orchestral training of children and youth in order to provide an opportunity to grow professionally and personally in today's globalized world; 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 the Services to the City as set forth in the Scope of Services as specified in Exhibit "A," attached to this Agreement and incorporated herein by this reference.

2. Term/Commencement Date.

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through February 2016 unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this Agreement for one (1) additional one (1) year period once the initial term of this agreement has expired. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Provider.

2.2 Provider agrees that time is of the essence and Provider shall complete the Services within the timeframes set forth in the Scope of Services, unless extended by the City Manager.

2.3 After a two (2) month trial period, the class will be evaluated by the Department, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, class enrollment should fall below the required minimum, the

Provider will be allotted four (4) weeks to bring enrollment up to the required minimum. The class will be reevaluated and execution or termination of the contract will be determined by the Department.

3. **Compensation and Payment.**

3.1 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 not charge any fees to the program participants, offering this program at no cost. (Exhibit "A" Section 1.2).

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

3.2 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subprovider.**

4.1 The Provider shall be responsible for all payments to any subprovider and shall maintain responsibility for all work related to the Services.

4.2 Any subprovider used 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).

6. Provider's Responsibilities.

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional orchestral training program provider 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.

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 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 Services.

8.3 In the event of termination by the City, the Provider shall be paid for all Services provided through the date of termination, subject to Provider first complying 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 Services 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 "B". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

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: Edward A. Rojas, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, FL 33134

For The Provider: Susan Simán
founder -
1750 NW 107 Av.
Doral 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, or the Southern District of Florida.

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

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

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

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

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

16.2 The City Manager or 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, or members of the public to any Records pertaining to Services 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.

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.

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 Services.

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.

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:  _____
Edward A. Rojas, City Manager
Date: 9.26.15

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



Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

PROVIDER

By: Susan Siman
Its: foundeng.
Date: 09/22/15

EXHIBIT "A"

ARTICLE 1.0
SCOPE OF SERVICES

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 "E" hereto.

1.2 The Provider agrees that the price for the classes provided and outlined in this contract will be set at \$ 0 per class and will not be increased for the duration of the contract period. If the Provider wishes to make any changes in the price of the class, they must request and receive written approval from the City. The City reserves the right to deny any changes in price during the duration of this contract period.

1.3 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 each class being proposed not less than eight (8) 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 be at least fifty (50) minutes in length to allow for setup time for back to back classes.

1.4 Provider must meet minimum student enrollment (5 participants) based upon the type of program as described below in Article 3.0 titled "Activity Classifications and Class Size Minimums". The City will provide the classroom or field space with a maximum of twenty (20) participants per class. *The Provider agrees to take daily attendance of all students registered for the class.*

1.5 The fee charged to each participant will be described as in the Program Request Form for such class for participants. Doral Residents will be given priority to register for the program over Non-residents. Provider may not charge more than the approved rate listed on Exhibit "E".

1.6 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.

1.7 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.

1.8 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.

1.9 ***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.***

1.10 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.

1.11 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***

1.12 All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department.

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

1.14 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.

1.15 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 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.

1.17 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 "C"**) 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 "D"**).

1.18 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 "D"**

1.19 The Provider must notify the Department in writing of any class cancellations at least ten (10) business days prior to the scheduled cancellation.

1.20 The City reserves the right to cancel or reschedule any of the Provider's classes, in the case of scheduling conflicts or other emergencies, as determined by the Department.

ARTICLE 2.0

Equipment & Materials

2.1 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.

2.2 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.

2.3 The City will provide no storage space to the Provider, unless written request is provided by the Provider and approved by the City.

2.4 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.

2.5 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.

ARTICLE 3.0

Activity Classifications and Class Size Minimums:

3.1 **ACTIVE:** Active classes will include high-risk activities such as martial arts, boxing, athletic activities, and aerobics. Class size shall be a minimum of five (5) students per class, seventy-five percent (75%) of which must be Doral residents.

3.2 **SEMI-ACTIVE:** Semi-Active classes will include moderate risk activities such as dance, ballet, baton, yoga, thai-chi, and gymnastics. Class size shall be a minimum of five (5) students per class, seventy-five percent (75%) of which must be Doral residents.

3.3 **PASSIVE:** Passive classes will include low risk activities such as homeowners' associations, instructional classes for arts and crafts, sewing and card clubs. Class size shall be a minimum of five (5) students per class or club, seventy-five percent (75%) of which must be Doral residents.

ARTICLE 4.0

American Disabilities Act

4.1 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.

4.2 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.

ARTICLE 5.0
Miscellaneous

5.1 No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

5.2 This Agreement is non-transferable or assignable, and Provider agrees not to transfer or assign the performance of services called for in the Agreement.

5.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

EXHIBIT "B"

**INSURANCE REQUIREMENTS
AGREEMENTS FOR OUTSIDE PROVIDERS**

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
Personal Injury & Adv. Injury	\$1,000,000
Products & Comp. Ops (If Applicable)	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Contingent Liability
Premises and Operations Liability

II. Workers Compensation (If Applicable)

Statutory- State of Florida

Employer's Liability

A. Limits of Liability

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

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

A. Limits of Liability

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

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company 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 Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

EXHIBIT "D"
CITY OF DORAL

WAIVER AND RELEASE OF LIABILITY/MEDICAL TREATMENT CONSENT

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

**Morgan Levy Park, 5300 NW 102nd Avenue / Doral Meadow Park, 11555 NW 58th Street &
J.C. Bermudez, Park 3000 NW 87th 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: _____

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

EXHIBIT "E"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. Use one form per program.

Name of Program: Simanof / Siman Orchestral foundation

Participant Ages: 05 a 17. a.m.

Day/s of the week program is offered: Monday / Friday

Time of Program: 4pm to 7pm

Program Dates: AUG. to JUNE

Program Fee: FREE

Program Enrollment: Minimum 20 Maximum 120

Materials to be supplied by participants: N/A

Materials to be supplied by Instructor: ORIGINAL MUSIC, MUSIC INSTRUMENTS, MUSIC STANDS.

Materials to be supplied by the City of Doral: MULTIPURPOSE ROOM.

Additional Program Requirements: N/A - Music Exp.

Instructor ('s)Name: SUSAN SIMAN

Address: 1750 NW 107 AVE

City/State/Zip Code: DORAL 33172

Phone Number: (Day) 786-431-7930 (Evening) SAME

(E-mail): SIMANOFUSA@GMAIL.COM (Fax) _____

WWW.SIMANOF.ORG

Minimum Requirements:
1,000,000 General Liability Insurance
Letter(s) of Recommendation
Background Check



PLANILLA DE ADMISION 20 ____-20____

Gracias por su Interés en **CENTRO DE FORMACION ORQUESTAL SIMAN**, año Escolar 20____- 20____, Esta Información es una guía para la Aplicación y Proceso de nuestra institución. Por Favor lea las Instrucciones Cuidadosamente y rellene la forma con la información actualizada.

PARTICIPANTE: _____

CENTRO DE FORMACION ORQUESTAL SIMAN : 305 -490 4512

WWW.SIMANOF.ORG

FOTO



CENTRO DE FORMACION ORQUESTAL SIMAN

REQUISITOS PARA FORMALIZAR LA INSCRIPCIÓN:

- DOS (2) FOTOS TAMAÑO CARNET RECIENTE DEL ALUMNO.
- FOTOCOPIA DE LA PARTIDA DE NACIMIENTO.
- FOTOCOPIA DE I.D. DEL ALUMNO.
- FOTOCOPIA DE LA TARJETA DE VACUNAS (NIÑOS DE 3 AÑOS)
- CONSTANCIA DE ESTUDIO. (de el año que finalizo)
- UNA (1) FOTO TAMAÑO CARNET DEL REPRESENTANTE.
- FOTOCOPIA DE I.D.DEL REPRESENTANTE

PLANILLA DE INSCRIPCION

CENTRO DE FORMACION ORQUESTAL SIMAN

Nombre: _____ Apellido _____

Edad: _____

Masculino _____ Femenino _____

Fecha de Nacimiento: _____ / _____ / _____

Lugar de Nacimiento: _____

Direccion: _____

_____ Calle Ciudad Estado Código Postal

Contacto de EMERGENCIA _____ Parentezco: _____

Telefono: _____ Email _____

INFORMACION FAMILIAR -PADRES Y/O REPRESENTANTES

Nombre de su Representante: _____

Telefono: _____

Email: _____

INFORMACION MEDICA: Estimados Padres y/o representantes con esta información otorgan al Centro de Formación Orquestal Siman, a contactar al siguiente personal, para obtener cuidado medico y asistencia en caso de emergencia.

Condición Medica O Alergias

Su niño(a) sufre de alguna condición medica o alergia: SI / NO

Si su respuesta es SI, Favor listar su Condición:

EXPLICAR las ACCIONES que deben ser Tomadas:



CENTRO DE FORMACION ORQUESTAL SIMAN

ACUERDO:

YO _____ DECLARO QUE TODA LA INFORMACION SUMINISTRADA EN ESTA FORMA ES COMPLETAMENTE CIERTA. Y ENTIENDO QUE CUALQUIER OMISION DE INFORMACION O NO FIDEDIGNA PUEDE SER CAUSA REVOCABLE PARA LA ADMISION DEL PARTICIPANTE. TAMBIEN ESTOY CONFORME CON LAS REGLAS Y PROCEDIMIENTOS QUE HA ESTABLECIDO EL CENTRO DE FORMACION ORQUESTAL SIMAN Y SU ADMINISTRACION

FIRMA DEL PADRE/REPRESENTANTE NOMBRE EN IMPRENTA

. FECHA

FOTO



CENTRO DE FORMACION ORQUESTAL SIMAN _____

NOMBRE

APELLIDO

EDAD

INSTRUMENTO

EMAILS

TELEFONOS

RESOLUTION No. 15-27

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE FORM PROVIDED, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, WITH SIMAN ORCHESTRAL FOUNDATION CORP. FOR THE PROVISION OF FREE ORCHESTRAL TRAINING PROGRAM FOR THE CITY OF DORAL PARKS AND RECREATION DEPARTMENT FOR A PERIOD OF ONE (1) YEAR WITH ONE (1) ADDITIONAL ONE (1) YEAR RENEWAL; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Siman Orchestral Foundation Corp. (Simanof) is a non-profit foundation whose mission is to contribute to the orchestral training of children and youth in order to provide an opportunity to grow professionally and personally in today's globalized world; and

WHEREAS, Staff has recommended that the City Council authorize the City Manager to enter into an agreement with Siman Orchestral Foundation Corp. for the provision of free orchestral training program for the City of Doral Parks and Recreation Department for a period of one (1) year with one (1) additional one (1) year renewal.

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 provision of an orchestral training program for the City of Doral Parks and Recreation Department for a period of one (1) year with one (1) additional one (1) year renewal.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with Siman Orchestral Foundation Corp. on such terms and condition as may be appropriate to protect and further the interests of the City for this matter. This Authorization does not create or confer any rights to with Siman Orchestral Foundation Corp.

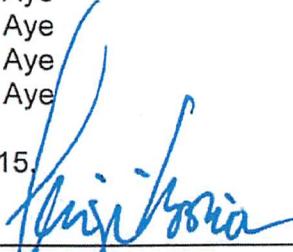
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

By unanimous consensus of the City Council, the item was approved.

Mayor Luigi Boria	Aye
Vice Mayor Sandra Ruiz	Aye
Councilman Pete Cabrera	Aye
Councilwoman Christi Fraga	Aye
Councilwoman Ana Maria Rodriguez	Aye

PASSED AND ADOPTED this 11 day of February, 2015.



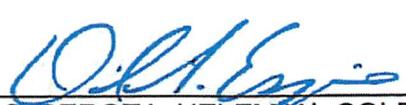
LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, INTERIM CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL.



WEISS, SEROTA, HELFMAN, COLE,
BIERMAN & POPOK, PL
CITY ATTORNEY