

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
MIND BODY SOCIAL  
FOR  
THE PROVISION OF WELLNESS PROGRAMS AT CITY PARKS**

**THIS AGREEMENT** is made between **MIND BODY SOCIAL**., an active, for-profit Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**RECITALS**

**WHEREAS**, In November of 2016, “Step Up Your Health, Doral!” Program was created, and became part of the Mayor’s Wellness Initiative, which encourages the entire community; residents, employees, and businesses, to get healthier together; and

**WHEREAS**, the main goals of this initiative are to increase and raise awareness of mental health issues, promote higher fitness levels, making fitness a life goal, offer proper nutritional education, promote alternatives modes of transportation, and increase sense of community; and

**WHEREAS**, in late 2017, the Provider met with the City to discuss the possibility of partnering with the City in order to increase wellness within the community through their innovative programming parks; and

**WHEREAS**, based on proposals received, staff found the proposal from Mind Body Social to be the lowest, most responsible, and responsive.; and

**WHEREAS**, during the November 19, 2019 Council Meeting, the Mayor and City Council Members approved Resolution #19-282, authorizing the City Manager to enter into an agreement with the Provider for the provision of providing wellness programs for a period of one (1) year with a one (1) year renewal for a total of two (2) years in an amount not to exceed \$5,000 per fiscal year.

**AGREEMENT**

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

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

- 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services for the provision of providing wellness programs at city parks as contemplated herein.
- 1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services found in **Exhibit "A"**, which is attached to this Agreement and incorporated herein and made part hereof by this reference.
- 1.3 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and will remain in effect for one (1) year from the date of execution of Agreement ("Initial Term", unless earlier terminated in accordance with Paragraph 6. Prior to, or upon completion of the initial term, the City shall have the option to renew this Agreement for one (1) additional one (1) year term for a total maximum contract term of two (2) years. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within this original Agreement. Continuation of the Agreement beyond the initial term, is a City prerogative, and not a right of the Provider.

3. **Compensation and Payment.**

- 3.1 The Provider shall be compensated in the following manner:  
  
**X** An amount not to exceed FIVE THOUSAND DOLLARS AND NO CENTS (\$5,000.000) per fiscal year regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, is specified in the Provider's proposal (Exhibit A). Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.
- 3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.
- 3.4 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. **City's Responsibilities.**

- 4.1 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 4.2 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 the Provider, in possession of the City.

5. **Provider's Responsibilities.**

- 5.1 The Provider shall exercise the same degree of care, skill, and diligence in the performance of the Services as in ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Providers, deliverables are incorrect, defective or fail to conform to the Scope of Services, 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 Provider or Sub Provider under this agreement.

6. **Termination.**

- 6.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 6.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.

- 6.3 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 6.4.
- 6.4 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.

7. **Insurance.**

- 7.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit "C"**. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 7.2 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.

8. **Nondiscrimination.**

- 8.1 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, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

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

- 9.1 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.
- 9.2 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.

10. **Indemnification.**

- 10.1 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 Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement.
- 10.2 The provisions of this section shall survive termination of this Agreement.
- 10.3 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.

11. **Notices/Authorized Representatives.**

- 11.1 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  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

For The Provider:           Jose Antonio Hernandez and Luis Sanabria  
Co-owners

7950 NW 53<sup>rd</sup> Street  
Suite 218  
Doral, Florida 33166

12. **Governing Law.**

12.1 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.

13. **Entire Agreement/Modification/Amendment.**

13.1 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.

13.2 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.

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

14.1 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.

14.2 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.

14.3 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.

14.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

14.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- (a) Service quality, attentiveness, courteousness, etc.;

15. **No assignability.**

15.1 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.

16. **Severability.**

16.1 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.

17. **Independent Contractor.**

17.1 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.

18. **Representations and Warranties of Provider.**

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

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

19. **Compliance with Laws.**

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

19.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Provider.

20. **Non-collusion.**

20.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City



for the Services and has not colluded with any other individual or entity whatsoever.

21. **Truth in Negotiating Certificate.**

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

22. **Waiver**

22.1 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.

23. **Survival of Provisions**

23.1 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.

24. **Prohibition of Contingency Fees.**

24.1 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.

25. **Force Majeure.**

25.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long

as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

26. **Counterparts**

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

27. **Interpretation.**

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

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

28. **Discretion of City Manager.**

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

29. **Third Party Beneficiary**

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

30. **No Estoppel**

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

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

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

Attest:

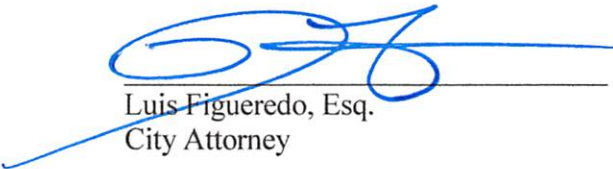
CITY OF DORAL

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


By:   
\_\_\_\_\_  
Albert P. Childress, City Manager

Date: FEB 4, 2020

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

  
\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

Mind Body Social, LLC.

By:   
\_\_\_\_\_  
Its: MGRM - Luis Sanabria  
Date: 01/21/2020

**Exhibit "A"**

**Scope of Services**

## **Exhibit A**

# **SCOPE OF SERVICES**

- 3.1.1. 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, unless otherwise coordinated with the Parks and Recreation Department.
- 3.1.2. The Provider and the Parks & Recreation Department, hereinafter referred to as the "Department", will agree upon the class topic, instructor, and park location. Provider agrees to submit a Program Request Form and program needs list to the Department for each class being proposed not less than four (4) weeks prior to the program. All such forms shall be deemed to form a part of this Agreement.
- 3.1.3. Provider agrees to take attendance of all participants registered for the class and provide the Department a recap of participants that attended, including any surveys that were collected.
- 3.1.4. Each class will be offered to the community free of charge, unless otherwise approved by the Department.
- 3.1.5. 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.
- 3.1.6. 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 the instructor for each class 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 until the conclusion of the program.
- 3.1.7. This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to pursue 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.

- 3.1.8. 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.
- 3.1.9. The Provider may not use City parks and 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 or program. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider.
- 3.1.10. 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.
- 3.1.11. Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- 3.1.12. 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.
- 3.1.13. 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.
- 3.1.14. The Provider also acknowledges that he or she is primarily responsible for the conduct of the instructors and/or vendors during each program.

3.1.15. 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.

3.1.16. Provider and its employees must also execute a Waiver of Release and Liability (Exhibit "E").

3.1.17 The Provider shall provide a copy of the participant's registration form and attendance sheets.

3.1.18 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.

3.1.19 Provider will be subject to Program Quality Assessments by City.

## **3.2 EQUIPMENT & MATERIALS**

3.2.1 All materials and equipment, such as; tables, tents, chairs, PA system, stage, etc. needed will be requested by the provider to the City no later than four (4) weeks prior to the program and will be provided if available. Items requested by the provider are not guaranteed and shall items not be available, the provider is responsible for obtaining the equipment or materials at the Provider's expense. The City shall not be responsible to pay for any fees associated with equipment and materials obtained/purchased/rented by the Provider to perform the service.



Any special equipment the Provider will use for their activity (i.e. weights) needs to be provided by the Provider.

3.2.2 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.

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

3.2.4 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.

3.2.5 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. The Provider is responsible for any damages to City property that occur during the program.

### **3.3 ACTIVITY CLASSIFICATIONS AND CLASS SIZE**

3.3.1 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.

3.3.2 SEMI-ACTIVE: Semi-Active classes will include moderate risk activities such as dance, ballet, baton, yoga, tai-chi, and gymnastics. Class size shall be a minimum of five (5) students per class.

3.3.3 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.

### **3.4 AMERICAN DISABILITIES ACT**

- 3.4.1** 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.
  
- 3.4.2** 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.

**Exhibit “B”**

**Mind Body Social Quote**



**Exhibit “C”**

**Insurance Requirements**

**EXHIBIT C**

**INSURANCE REQUIREMENTS - AGREEMENTS FOR OUTSIDE INSTRUCTORS**

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

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products & Comp. Ops (If Applicable)	\$1,000,000
Sexual Abuse & Molestation	\$100,000
  
  - B. **Endorsements Required:**
    - City of Doral listed as an Additional Insured  
8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166
  
    - Contingent Liability
    - Premises and Operations Liability
  
- II. **Workers Compensation (Coverage A)**
  - Statutory limits as required - State of Florida
  
  - Employer's Liability (Coverage B)**
    - \$100,000 for bodily injury caused by an accident, each accident
    - \$100,000 for bodily injury caused by disease, each employee
    - \$500,000 for bodily injury caused by disease, policy limit
  
- III. **Professional Liability/Error's & Omissions (If Applicable)**
  - A. **Limits of Liability**

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

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

**Policies shall provide the City of Doral written notice of cancellation or material change from the insurer in accordance to policy provisions. If coverage will not be replaced within 10 days with no lapse in coverage, instructor is required to notify City directly.**

**All insurance will be provided by companies authorized to do business in the State of Florida. Companies must be AM Best rated no less than "A-", "Class VI".**

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

**Exhibit “D”**

**Program Request Form**



**STEP UP DORAL PROGRAM REQUEST FORM**

*Individuals interested in proposing their programs and services must complete and return this form signed to Ashley.Barcelona@cityofdoral.com, and must send with valid insurance. All programs must be offered to the community for free as part of the Step Up Your Health, Doral! Program.*

Use one form per program.

Name of Company: \_\_\_\_\_

Name of Program: \_\_\_\_\_

Preferred Day and Time to Host Program: \_\_\_\_\_

Preferred Date to Host Program: \_\_\_\_\_

One Class or Multiple Throughout Year (circle):  One-Time Class  Multiple Classes

Participant Ages: from \_\_\_\_\_ to \_\_\_\_\_

Program Enrollment: Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

Description of class:

Provider is responsible for:

Third-Party Sponsors or Vendors:

City is responsible for:





STEP UP DORAL PROGRAM REQUEST FORM CONTINUED

Program Provider Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

I hereby agree to participate as a Partner of the STEP UP YOUR HEALTH PROGRAM and agree to abide by all rules and requests of the City of Doral Parks and Recreation Department.

Print Name (*Provider*) \_\_\_\_\_

Signature \_\_\_\_\_

City of Doral Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

OFFICE USE ONLY	
Date Received _____	Received by: _____
Provided Valid Insurance? _____	
Approved? _____	
Comments: _____	

**Exhibit "E"**

**Wavier of Release and Liability**

**Exhibit E**

**Participant Name:** \_\_\_\_\_ **Program:** \_\_\_\_\_

**Session/Age Group:** \_\_\_\_\_ **Registration Date:** \_\_\_\_\_

**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 Central Park 3000 NW 87<sup>th</sup> Avenue / Doral Legacy Park 11400 NW 82<sup>nd</sup> Street

(Name and Address of Facility)

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

I, on behalf of myself or my child/ward named above on this 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 above on this 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 above on this 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 above on this 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): \_\_\_\_\_

**RESOLUTION No. 19-282**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT WITH MIND BODY SOCIAL FOR THE PROVISION OF WELLNESS PROGRAMS AT CITY PARKS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH MIND BODY SOCIAL FOR A PERIOD OF ONE (1) YEAR WITH A ONE (1) YEAR RENEWAL FOR A TOTAL OF TWO (2) YEARS IN AN AMOUNT NOT TO EXCEED \$5,000.00 PER FISCAL YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, In November of 2016, "Step Up Your Health, Doral!" Program was created, and became part of the Mayor's Wellness Initiative, which encourages the entire community; residents, employees and businesses, to get healthier together; and

**WHEREAS**, the main goals of this initiative are to increase and raise awareness of mental health issues, promote higher fitness levels, making fitness a life goal, offer proper nutritional education, promote alternatives modes of transportation, and increase sense of community; and

**WHEREAS**, in late 2017, Mind Body Social met with City staff to discuss the possibility of partnering with the City in order to increase wellness within the community through their innovative programming; and

**WHEREAS**, a review of their proposal demonstrated that their programming supported the City's goals. Shortly after, a trial period of their programming was set up and responsibilities were broken down; and

**WHEREAS**, in an effort to make sure the City secures competitive pricing and to provide fair and equitable treatment of all persons involved, staff sought out other vendors and requested proposals for similar services.

**WHEREAS**, based on proposals received, staff found the proposal from Mind Body Social to be the lowest, most responsible, and responsive.

**WHEREAS**, Staff respectfully requests Mayor and City Council-members approval to enter into an agreement with Mind Body Social and authorize the City Manager to negotiate and execute the agreement with Mind Body Social for the provision of providing wellness programs for a period of one (1) year with a one (1) year renewal for a total of two (2) years in an amount not to exceed \$5,000 per fiscal year.

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

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

**Section 2. Approval & Authorization.** The Mayor and City-Councilmembers hereby approves entering into an agreement with Mind Body Social and authorizes the City Manager to negotiate and execute the agreement for the provision of providing wellness programs at city parks for a period of one (1) year with a one (1) year renewal for a total of two (2) years in an amount not to exceed \$5,000 per fiscal year.

The agreement is 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 interest of the City. This Authorization does not create or confer any rights to Mind Body Social.

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

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

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

Mayor Juan Carlos Bermudez	Not Present at Time of Vote
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 19 day of November, 2019.

  
\_\_\_\_\_  
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