

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
KIDS AT MUSIC, LLC DBA YOUTH ACADEMY
FOR
SPECIAL NEEDS SUMMER CAMP**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made between **KIDS AT MUSIC, LLC dba YOUTH ACADEMY** an active, Florida Limited Liability Company (hereinafter the “Provider”), having its principal office at 780 NW 127th Avenue, Miami, Florida, 33182 and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, having its principal office at 8401 NW 53rd Terrace Doral Florida 33166 (hereinafter the “City”).

RECITALS

WHEREAS, the Parks and Recreation Department offers a variety of programming for those with special needs in the community, and said programing includes classes for music and dance, educational workshops, socials, and Special Olympics; and

WHEREAS, a Special Needs Summer Camp has been requested by the City’s special needs community, as well as the City’s Special Needs Advisory Board; and

WHEREAS, a Special Needs Summer Camp provides training in important life skills to special needs children and adults such as cooking, social skills and interactions, money management, community inclusion, and job skills training (“Services” or “Project”); and

WHEREAS, the Provider has over thirty (30) years of experience teaching the special needs population, by providing life skills programs and after-school programs and camps within Miami-Dade Parks; and

WHEREAS, the Provider is presently in good standing with the City and has recently successfully provided a special needs summer camp in the City; and

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

WHEREAS, during the May 8, 2024 Council Meeting, the City Council of the City approved Resolution No. 24-109, authorizing the City Manager to negotiate and enter into an agreement with Provider for the provision of a special needs summer camp for period of one (1) year; and

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and

conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Provider, and the City agree as follows.

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

- 1.1 The Provider shall furnish the Services/Project to the City as more particularly described in the Scope of Services attached hereto and incorporated herein as Exhibit A.
- 1.2 The Services shall be performed by Provider to the full satisfaction of the City. Provider agrees to furnish all labor in a professional manner to perform Services. Provider will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon proper execution by both parties and shall remain in effect for a one (1) year term, unless earlier terminated in accordance with Paragraph 8.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 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 be paid an hourly rate of no more than \$38,800 for the Summer Camp a year.

The City will be responsible for the registration process and collection of all registration fees from the participants. The City will pay in the form of a check. Payment from the City will be made at the conclusion of each session.

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

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 Services.

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

5. **City's Responsibilities.**

- 5.1 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.2 Assist the Provider in marketing the program to garner participation.
- 5.3 Evaluate the Program and the Program instructors to ensure quality of service.

6. **Provider's Responsibilities.**

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

- 6.2 If at any time during the term of this Agreement or within one year from completion or termination of this Agreement, it is determined that the Provider's deliverables are incorrect, inaccurate, defective or fail to conform with the terms and conditions of this Agreement, upon written notification by the City, the Provider shall at Provider's sole expense, immediately correct any deficiency as determined by the City.
- 6.3 Provider and its employees/sub-contractors give permission for any photograph, video tape, or any other form of audio-visual record of the Provider and/or its employees/sub-contractors participation in any programming or activity related to the Services to be used by the City of Doral for publicity purposes.

7. **Conflict of Interest.**

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

8. **Termination.**

- 8.1 The City Manager may terminate this Agreement for convenience (without cause) upon thirty (30) days written notice to the Provider.
- 8.2 If the City Manager determines that there is just cause to terminate this agreement, including, but not limited to, a breach of the terms and conditions of this Agreement, the Agreement may be terminated immediately upon written notice to Provider.
- 8.3 Upon receipt of the City's written notice of termination for cause, the Provider shall cease providing Services under this Agreement. In the event that the Agreement is terminated for convenience, the Provider shall not perform any additional services on the 30th day from receipt of the Notice of Termination.
- 8.4 In the event of termination by the City, the Provider shall pay to the City all amounts due and owing up to the date of termination.
- 8.5 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and/or electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit B". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance with policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.
- 9.3 Insurance required of the Provider shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City. Such insurance shall not diminish Provider's indemnification and obligations hereunder. The insurance policy shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City with a minimum A.M. Best rating of A-Excellent. **Except as otherwise provided herein, before any work under this Agreement is performed, and at any time upon request, Provider shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the City named as additional insured.** The Provider shall not be required to name the City as an additional insured for Workers Compensation and Professional Liability Insurance policies. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City Manager or his designee. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the City. The City reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Provider hereunder. Provider shall also require and ensure that each of its sub-Providers providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein. **ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY.**

10. **Nondiscrimination.**

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

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, employees, and volunteers from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with the Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. The Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with the Provider's performance or non-performance of this Agreement, inclusive of all costs relating to a trial and any subsequent appeals. However, nothing contained in this Agreement is intended to or shall be construed as a waiver of the City's rights, immunities, limitations, or privileges as defined in Section 768.28, Florida Statutes.

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

13. **Notices/Authorized Representatives.**

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

For the City: Kathie Brooks
Interim City
Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Joseph Geller
GREENSPOON
MARDER,LLP
Interim City
Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Provider: Laura L. Osorio
Manager
Kids at Music, LCC dba Youth Academy
648 NW 122nd Passage
Miami, FL 33182

14. **Governing Law.**

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

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

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

15.2 No agent, employee, or other representative of either party is empowered

to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

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

- 16.1 All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.4 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following service quality, attentiveness, courteousness, etc.

17. **Public Records.**

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

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

18. **No Assignability.**

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

19. **Severability.**

19.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. **Independent Contractor.**

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

21. **Representations and Warranties of the Provider.**

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

(a) The Provider, and its employees, and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the Services hereunder;

(b) The Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

(c) The execution, delivery and performance of this Agreement by the Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against the Provider in accordance with its terms; and

(d) The Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

22. **Compliance with Laws.**

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

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

23. **Waiver**

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

24. **Survival of Provisions**

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

25. **Prohibition of Contingency Fees.**

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

26. **Counterparts**

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

27. **Interpretation.**

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

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

28. **Discretion of City Manager.**

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

29. **Removal of Unsatisfactory Personnel.**

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

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

30. **Third Party Beneficiary**

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

31. **No Estoppel**

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

32. **E-Verify.**

32.1 The Provider must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Provider must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3)

use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

- 32.2 The Provider shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if the Provider enters into a contract with a sub-provider, the sub-provider must provide the Contractor with an affidavit stating that the sub-provider does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Provider, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Provider during the contract term. Further, Provider must also require and maintain the statutorily required affidavit of its sub-providers. It is the responsibility of Provider to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. Provider must retain the I-9 Forms for inspection, and provide an executed E-Verify Affidavit, which is attached hereto as Exhibit C.

33. Scrutinized Companies.

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

submitted a false certification; or if the Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

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

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

CITY OF DORAL

Attest:




Connie Diaz, City Clerk

By:  _____
Rey Valdes, City Manager

Date: 7/17/2024

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



Lorenzo Cobiella
Gastesi, Lopez & Mestre, PLLC
City Attorney

KIDS AT MUSIC, LLC DBA YOUTH ACADEMY

Witnesses:

Isabella Cabezas

Witness Signature

Isabella Cabezas

Witness Print Name

Witness Signature

Witness Print Name

By:

Laura Osorio

Laura L. Osorio/Manager

Date:

5/15/2024

Exhibit "A"
Scope of Services

- A. The Program shall be run Monday through Friday between the hours of 8:00 a.m. and 2:00 p.m., for the term of one (1) year. Notwithstanding the foregoing, the City may at its sole discretion modify the hours, days, and term of the Program.
- B. The Program shall take place at Doral Glades Park, located at 7600 NW 98th Place, Doral, Florida 333178. City shall designate the location where the services will be performed.
- C. The Program participant capacity shall be thirty (30) participants, consisting of two (2) groups of fifteen (15) participants. Doral residents or athletes currently in the City's Special Olympics Program shall be afforded registration priority.
- D. Participants may register for the entire Miami-Dade Public School year or on a month-to-month basis. However, private (non-Medicaid) participants shall be registered on a month-to-month basis. Provider shall not charge any participant a penalty or fee for withdrawing from the Program.
- E. The Provider shall accept as payment for participation in the program Medicaid coverage, if available. If a registrant is not covered by Medicaid, the monthly fee shall be \$1,350. Provider may not charge more than the approved rate listed herein.
- F. Provider must meet a minimum student to instructor ratio for all Program events/classes of one (1) instructor to five (5) participants. Furthermore, the Provider agrees to take daily attendance of all participants registered for the Program.
- G. The City reserves the right to schedule maintenance projects at the program locations. If such projects are scheduled and may interfere with the Provider's services, the City will notify the Provider with at least seven days' notice unless deemed an emergency due to unforeseen circumstances.
- H. 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.
- I. The Provider shall stipulate and certify that they and their employees/subcontractors are qualified to provide the specific instruction required by this Program and has the required education and current licenses or permits necessary to perform the Services described in this Agreement and shall continue to maintain such licenses or permits during the tenure of this Agreement.

- J. This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to solicit the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.
- K. 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.*
- L. The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider. Additionally, the Provider may not sublet or otherwise rent out any City facility/amenity. The Provider may not partner with any other group or organization without the written consent of the City. Fundraisers and sponsorships must also be approved by the City prior to conducting any business.
- M. 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 a Program for City sanctioned activities or events and agrees to notify the Provider of said cancellations in writing.
- N. 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.
- O. Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- O. Although the City shall not control the Provider's techniques, methods, or procedures, 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 the Services provided herein or

to otherwise disrupt the other on-site activities being offered at such public facilities.

- P. The Provider also acknowledges that he or she is primarily responsible for the conduct of the participants in all classes under his or her charge.
- Q. If the Provider will be providing Services directly with minor children without parental supervision, the Provider shall, prior to commencing Services under this Agreement, comply with state laws regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level I screening standards. The City will furnish the Provider with a background release form (Exhibit "D") for all the provider's counselors, coaches, volunteers, instructors, employees, or any individual that will be in the presence of a child. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's employees or any individual who will come in contact with a child at the City through Provider or at Provider's direction, authorizing the City to conduct an inquiry. The result of the inquiry may be deemed acceptable by the City in its sole and complete discretion. The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with conducting background screenings. *If the Provider has recently had a background screening conducted by another agency (Ex: Department of Children & Families), the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.*
- R. The City shall require all participants in the programs to sign a Waiver and Release of Liability/Medical Treatment Consent located on the Registration Form, a copy of which is attached hereto as Exhibit "E".
- S. The Provider agrees that it shall not discriminate against any person because of their race, color, religion, gender, national origin, physical ability, or sexual orientation and agrees to abide by all Federal and State laws regarding nondiscrimination.
- T. The Provider agrees that it shall not make, or permit to be made, any structural changes or improvements to any City facility/amenity unless otherwise approved by the City. Any changes or improvements made upon the approval by the City shall remain as part of the facility at the end of the term of this Agreement.

Exhibit "B"
Insurance Requirements

I. Commercial General Liability

A. Limits of Liability

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

Each Occurrence \$1,000,000

Policy Aggregate \$2,000,000

Personal & Advertising Injury \$1,000,000

Products & Comp. Ops (If Applicable) \$1,000,000

Sexual Abuse & Molestation \$1,000,000

B. Endorsements Required:

City of Doral listed as an Additional Insured

Primary Insurance Clause Endorsement

Contingent Liability

Premises and Operations Liability

Waiver of Subrogation in favor of the City

II. Business Automobile Liability

A. Limits of Liability:

Bodily Injury and Property Damage

Combined single limit \$300,000

Any Auto/Owned Autos or

Scheduled Autos Including

Hired and Non-owned Autos

Any One Accident

III. Workers Compensation (Coverage A)

Statutory limits as required - State of Florida

Employer's Liability (Coverage B)

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

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

Waiver of Subrogation in favor of the City.

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

A. Limits of Liability

Each Claim:

Policy Aggregate

"Retro Date" coverage included

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

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

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

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

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

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

Exhibit "C"
E-Verify

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

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

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

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

KIDS AT MUSIC, LLC
 Company Name

Laura Osorio 5/15/2024
 Offeror Signature Date

LAURA OSORIO DIRECTOR
 Print Name Title

32-0217803
 Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this 15th day of May, 2024.

By: *Laura Lee Osorio*

Is personally known to me or

Has produced identification (type of identification produced): 0260-532-68-504-0
FLDL

Martha Arcas
 Signature of Notary Public
 Print or Stamp of Notary Public Expiration Date



EXHIBIT "D"



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 _____

■ 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

181 National Sex Offender Registry check

D Credit History Check

Signature of person making this request _____ Title _____

5-13-2009

Exhibit "E"

City of Doral Waiver and Release of Liability/Medical Treatment Consent

TO THE CITY OF DORAL: in consideration of the opportunity afforded to me or my minor child/ward to participate in all City of Doral Parks & Recreation related activities and events at all City Facilities.

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

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

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

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

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

PHOTO RELEASE

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

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

Participant Name: _____

Name of Parent/Guardian: _____ **Date:** _____

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



Memorandum

Date: May 8, 2024

To: Honorable Mayor and Councilmembers

From: Kathie Brooks
Interim City Manager

Department: Erin Sullivan
Parks & Recreation Department

Subject: **Request to Approve the Special Needs Summer Camp to Kids at Music**

Introduction

The Parks and Recreation Department, respectfully requests approval from the Mayor and City Council to authorize the City Manager to execute an agreement with Kids at Music for a Special Needs Summer Camp in an amount not to exceed of \$38,800.00 Pursuant to section 2-323(5) of the City's Code of Ordinances states, "training, academic programs, lectures, education services or seminars, specialized services, and recreational instructors" are exempt from the City's competitive bidding procedure.

Background

Prior to the COVID-19 pandemic (from 2015-2020) the City offered a summer camp for children with special needs. Due to the impact of the pandemic, the special needs summer camp was not offered from 2020-2022. Last year, in June 2023, due to demand from the special needs community for a summer camp, staff researched and solicited proposals from qualified local providers to provide a Special Needs Summer Camp. Mayor and Council approved Kids at Music to provide the summer camp for 2023 (Resolution 23-103).

The special needs summer camp offered last year by Kids at Music was successful and gave participants a chance to socialize with other participants and an opportunity to learn and be active in a safe environment. It served 30 participants ages 7 and up in a 5 week summer camp and was

Request to Approve the Special Needs Summer Camp to Kids at Music

Page 2 of 3

only open to Doral Residents. This year's summer camp proposal will follow the same parameters of the camp offered last year.

The camp will offer indoor and outdoor activities, including physical activities, games, field trips, as well as incorporating art, music, and cooking activities to develop creativity, fine and gross motor skills, and social interaction between the participants. This summer camp is being proposed to be held for a 5-week period and will only be open to Doral residents. The capacity of the camp is 30 participants, ages 7+ and campers will be required to register for the entire 5-week period to ensure consistency and to optimize the benefits of the camp. The provider has agreed to expanding the age range to allow 5–6-year-olds in the camp, on a case-by-case basis, if space allows, if they are potty-trained and pass an evaluation.

The City will be responsible for facilitating the camp registration and collecting registration payments from the participant. The camp will run from July-August, with registration beginning in mid-June. The City will subsidize the camp program for the participants. The registration fee will be \$200 for 5-weeks.

The recommended provider, Kids at Music, has over 30 years of experience teaching young children and specializes in teaching special needs children. They also have experience working with Miami-Dade County. Kids at Music has also recently started offering an Adult Day Training pilot program at Doral Glades Park. The adults in the special needs summer camp will be able to expand activities to interact with the adults in the Adult Day training program as well to increase socialization with others.

Procurement

The Parks & Recreation Department obtained a proposal from Kids at Music for the 2024 Special needs summer camp. The services to be provided are exempt from competitive bidding pursuant to City Code Section 2-323(5) for “[t]raining, academic programs, lectures, educational services, or seminars, specialized services and recreational instructors.”

The Parks & Recreation Department intends to issue a formal solicitation once Doral Central Park is open and more indoor space is available throughout all of our park facilities to better accommodate all camps offered to the community. The bid will encompass seasonal camps in addition to a summer camp for the Doral special needs community.

Fiscal Impact:

This item has a fiscal impact not to exceed \$38,800 (including field trips and any additional activities). Funding is available in the Parks and Recreation Contractual Services account number 001.90005.500340. Camp revenue collected will be deposited into parks revenue account Camps- 001.9000.347402. This is an increase of \$1,140 from last year's camp due to the increase cost in goods and staffing costs.

Request to Approve the Special Needs Summer Camp to Kids at Music

Page 3 of 3

Strategic Plan Alignment

This item falls under the Parks & Recreation, Special Needs Programming strategic priorities providing high quality recreational & health and wellness programming for the Doral special needs community.

Recommendation

The City Manager's Office respectfully requests that the Mayor and City Councilmembers authorize the City Manager to execute an agreement with Kids at Music for a Special Needs Summer Camp in an amount not to exceed of \$38,800.00 Pursuant to section 2-323(5) of the City's Code of Ordinances states, "training, academic programs, lectures, education services or seminars, specialized services, and recreational instructors" are exempt from the City's competitive bidding procedure.

Entering into a new agreement will allow the provider to offer the summer camp again to the Doral special needs community. The participants last year had a good experience and the feedback received was positive. Keeping the same provider again this year provides consistency and allows the participants an easier transition as they are familiar with the provider, and the provider is familiar with the campers to ensure the best experience and optimize the benefits of the 5-week camp. It will also allow those in the Adult Day Training program the opportunity to interact with the adults in the summer camp. The City will subsidize the camp costs for the participants and will only be open to Doral residents or those already in our Doral Special Olympics program.



April 17, 2024

Proposal to Summer Camp Program 2024

Description: “Kids at Music” proposes to conduct the following Summer Camp at Doral Glades Park during the summer of 2024 for boys and girls with unique abilities for ages 7 and up. The program focuses on using art, music and cooking activities to develop creativity, fine and gross motor skills, and social interaction within the community. For more information about our programs please visit www.kidsatmusic.com.

At “Kids at Music” we offer kids and adults of all abilities the opportunity to develop and be creative. All our activities enhance the expression and creativity development of all participants. Kids and adults with special abilities learn best when they are having fun! We tailor our lessons to each age group unique learning stage offering them a stimulating and loving atmosphere in their learning process. Kids and adults enjoy the hand-on activities that “Kids at Music” provides daily!

Besides developing the musical and artistic abilities, these classes help to develop the brain of the children, social development, concentration, attention, creativity, memory, gross and fine motor skills, observation, language development, security, and coordination.

Fine Arts education heightens self-esteem, develops problem-solving and social skills, allows for expression and creativity, develops self-discipline and responsibility, increases motivation to learn, provides fulfillment through productivity creates cultural and historical awareness, improves academic performance, and develops motor skills.

Our Trainers: Our teachers and staff are experienced and specialized in working with persons with different abilities. Teachers and staff are fully trained as per the requirements of the Agency for Persons with Disabilities. Every trainer has a complete Background Check Level 2, Local Criminal Records Check, APD Affidavit of Good Moral Character, and Employment History Checks.

Activities & Schedule: “Kids at Music” 5 weeks Summer Camp activities include coloring activities, Zumba, outdoor games, Art classes, Music classes, easy to follow cooking activities, crafts, Social Skills development and fieldtrips to the movies, bowling, museums and other. See the proposed weekly schedule below.

Ages: 7 and up.

Working Ratio: 1:5

Dates: Proposed dates: July 8 to August 9.

Time: 9 a.m. to 2 p.m.

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
9:00am	COLORING ACTIVITY	COLORING ACTIVITY	COLORING ACTIVITY	COLORING ACTIVITY	COLORING ACTIVITY
9:30am	ZUMBA	ZUMBA	ZUMBA	ZUMBA	ZUMBA
10:15am	OUTDOORS GAMES / EXERCISES	OUTDOORS GAMES / EXERCISES	FIELD TRIP	OUTDOORS GAMES / EXERCISES	OUTDOORS GAMES / EXERCISES
11:00am	MUSIC	COOKING	FIELD TRIP	MUSIC	COOKING
11:45am	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
12:30pm	ART	SOCIAL SKILLS	FIELD TRIP	ART	SOCIAL SKILLS
13:15pm	SNACKS	SNACKS	SNACKS	SNACKS	SNACKS
1:30pm	BOARD GAMES	ART & CRAFTS	BOARD GAMES	BOARD GAMES	ART & CRAFTS
2:00pm	DISMISSAL	DISMISSAL	DISMISSAL	DISMISSAL	DISMISSAL

Camp Fees & Guidelines:

CLASS	Maximum # of Participants	Dates	Hours	Number of Classes	Cost per Class	Sub-total
Trainers / Staff salaries	6	Monday thru Friday	6	25	600	17,500
Painting with Acrylics	30	Monday & Thursday	1	10	350	3,500
Kids in the Kitchen	30	Tuesday & Friday	1	10	350	3,500
Making Music is Fun!	30	Monday & Thursday	1	10	300	3,300
Touring the City (Field Trips)	30	Wednesday	1	5	650	3,750
Creating Crafting Ideas (Arts & Crafts)	30	Tuesday & Friday	1	10	300	3,500
Dancing with the Stars	30	Monday thru Friday	1	25		
Coloring the World	30	Monday thru Friday	1	25	150	3,750
Social Engagement	30	Monday thru Friday	1	22		
Playing Together	30	Monday thru Friday	1	22		
TOTAL						38,800

“Kids at Music” summer camps are both playful and creative. Students must come prepared to enjoy, work on teams, and exercise social skills, creativity through art, music, and cooking.

“Kids at Music” will provide the following for a class of up to 30 students:

- 1) “Kids at Music” specialists will guide campers on site for 5 hours daily.
- 2) “Kids at Music” specialists are fully trained according to the Agency for Persons with Disabilities.
- 3) “Kids at Music” will supply all materials for music, art, crafts, and cooking classes.

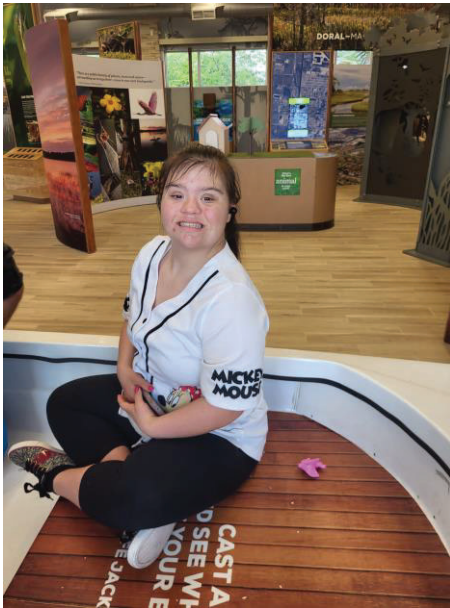
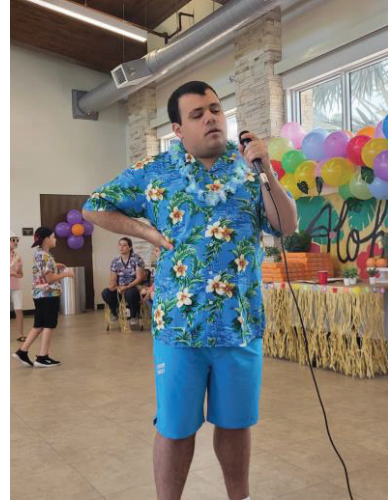
City of Doral parks will provide the following for a class of up to 30 students:

- 1) All marketing materials related to the Special Abilities Summer Camp program.
- 2) Three classrooms for daily activities as needed.
- 3) Tables and chairs for 30 participants.
- 4) One screen TV or projector per classroom.
- 5) One storage closet for tools and materials.

Terms: Total cost is \$38,800.

Contact: Laura Osorio
 (305)297-9887
laura@kidsatmusic.com

Looking forward to a future of continued service to our Unique Abilities Community together!



RESOLUTION No. 24-109

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KIDS AT MUSIC FOR THE PROVISION OF A SPECIAL NEEDS SUMMER CAMP IN AN AMOUNT NOT TO EXCEED \$38,800.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, during the June 14, 2023, Council Meeting, Council approved an agreement with Kids at Music to provide a 5-week special needs summer camp for 30 participants ages 7 and older pursuant to Resolution No. 23-103; and

WHEREAS, Kids at Music is interested in and able to provide the summer camp services again for the community with the same scope that was provided last year which was successful and met the needs of the community; and

WHEREAS, Kids at Music are able to accommodate 30 participants ranging in all ages 7 years old and older for 5 weeks; and

WHEREAS, Kids at Music are familiar with the space available and the specific restrictions the camp has due to available space and the other camps and programs at the facility; and

WHEREAS, Kids at Music are also familiar with the Doral special needs community and worked with many of the families in the camp last year and through the new Adult Day Training program currently running; and

WHEREAS, Sec. 2-323(5) of the City Code provides an exemption to competitive bidding procedures for training, academic programs, lectures, educational services, or seminars, specialized services and recreational instructors; and

WHEREAS, notwithstanding the above, staff intend to bid out these services once Doral Central Park is open and more indoor space is available throughout our park

system to better accommodate all camps offered, which will also encompass seasonal camps in addition to a summer camp for the special needs community; and

WHEREAS, pursuant to Sec. 2-323(5) of the City Code, the City Manager respectfully requests approval from the Mayor and City Council to negotiate and enter into an agreement with Kids at Music to provide a special needs summer camp in an amount not to exceed \$38,800.00.

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

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

Section 2. Approval & Authorization. Pursuant to Sec. 2-323(5) of the City Code, the Mayor and City Councilmembers to authorize the City Manager to enter into an agreement with Kids at Music to provide a special needs summer camp services in an amount not to exceed \$38,800.00

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

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

PASSED AND ADOPTED this 8 day of May, 2024.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



GREENSPOON WARDER, LLP
INTERIM CITY ATTORNEY