



Albert Childress
City Manager

January 14, 2020

Mrs. Tatiana Knight
Owner
20 Deer Run
Miami Springs, FL 33166

Ref: Contract Extension- Jazzercise

Dear Ms. Knight:

Please allow this letter to serve notice that the City is exercising its option to renew the agreement with Tatiana Knight for the provision of offering Jazzercise classes (the "Agreement") for a period not to exceed one hundred eighty days (180) expiring May 28, 2020 (the "Renewal Term"). The terms of the Agreement will continue in full force and effect through the Renewal term.

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

On behalf of the City, please accept my sincerest gratitude for the service you have provided the City. It is fully recognized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral community. If you have any questions, please do not hesitate to contact me.

Sincerely,

Albert Childress
City Manager

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

Tatiana Knight, Owner

Date

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF DORAL AND JAZZERCISE

THIS AGREEMENT is made between Jazzercise (Tatiana Knight Casas, owner), a Florida corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, the City desires to provide the community with a variety of recreation programs; and

WHEREAS, Provider offers dance fitness and aerobic exercise classes for individuals of all ages and is willing to provide same to the City; and

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for the provision of Jazzercise classes (the “Services”); and

WHEREAS, the City desires to engage the Provider to perform the Services specified below on the terms and conditions of this Agreement

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 hereby acknowledged, the Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The Provider shall furnish the Services to the City as set forth in the Scope of Services as specified in Exhibit “A,” attached to this Agreement and incorporated herein by this reference.

2. **Term/Commencement Date.**
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through February 28, 2018 unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this Agreement for two (2) additional one (1) year period once the initial term of this agreement has expired. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Provider. The City reserves the right to extend the term of this Agreement or any renewal period on a month-to-month basis in order to ensure that

services are not interrupted in the pendency of the start of any new program that may replace the Jazzercise classes.

- 2.2 Provider agrees that time is of the essence and Provider shall complete the Services within the timeframes set forth in the Scope of Services, unless extended by the City Manager.
- 2.3 The initial term shall commence with a sixty (60) day probationary period, during which the Department shall evaluate Provider's rendition of the Services. If at any time after the two (2) month evaluation, class enrollment should fall below the required minimum, the Provider will be allotted four (4) weeks to bring enrollment up to the required minimum. Should class enrollment continue below the requirement minimum, the Department may terminate the Agreement.

3. **Compensation and Payment.**

- 3.1 For the provisions of the Services, Provider shall be entitled to receive and keep eighty percent (80%) of the fees generated from participation registration and membership fees, excluding the non-resident surcharge. The Provider shall be entitled to the hourly rate submitted as part of Exhibit "E" for programs in which the Provider is charging the City an hourly rate. Provider shall not be entitled to any other compensation under this Agreement.
- 3.2 In exchange for the opportunity to provide the Services and other covenants contained herein, the City shall be entitled to twenty percent 20% of the fees paid by participants (the "City Fee"). The City will collect one hundred percent (100%) of the fees paid by participants for programs in which the City is charged an hourly rate by the Provider. The non-resident surcharge is fully payable to the City and shall not be included in the monthly gross income calculation.
- 3.3 The Provider agrees to collect all fees from participants, and the Provider agrees to provide City with a schedule of fees to be charged to participants (**Exhibit "A" Section 1.2**). The Provider shall collect the fees from the participants and remit the City Fees to the City with a pay-out report of all monies collected. This does not include fees for programs in which the Provider is charging the City an hourly rate. Programs provided at an hourly rate will be billed directly to the City. Payment must be made to the City within ten to fourteen (10-14) business days of the end of each month or session or program, whichever occurs first.
- 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.

3.5 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. **Subcontractors.**

4.1 This Agreement has been offered to the Provider because of the particular personnel, skills, and knowledge associated with it. Provider's duties under this Agreement cannot be delegated without the express written consent of the City, which may be given at the City's sole discretion. Any subcontractor used by provider must have the prior written approval of the City Manager or his designee, which may be given at the City's sole discretion.

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

5. **City's Responsibilities.** The City shall:

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

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform Services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

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

7. Termination.

- 7.1 The City may terminate this Agreement, for any reason, upon thirty (30) days written notice to the Provider, or immediately if any action or inaction by Provider is in violation of any local, state and/or federal law and/or creates or has the potential for creating a risk of harm to the public,
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Services.
- 8.3 Upon termination, the Provider shall be paid for all Services provided through the date of termination, subject to Provider first complying with the provisions of Paragraph 8.4.
- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "B". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. Nondiscrimination.

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

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

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

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

For the City: Edward Rojas, City Manager
City of Doral, Florida
8401 NW 53rd Terrace

Doral, Florida 33166

With a Copy to:

Daniel A. Espino, Esq.
Weiss, Serota, Helfman, Pastoriza, Cole
and Boniske, PL
City Attorney
2525 Ponce De Leon Boulevard, Suite 700
Coral Gables, FL 33134

For The Provider:

Tatiana Knight
20 Deer Run
Miami Springs, FL 33166

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, in a court of competent jurisdiction.

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

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

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

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

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

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

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

17. **Nonassignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

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

20. **Compliance with Laws.**

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition Of Contingency Fees.**


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

24. **Counterparts**

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

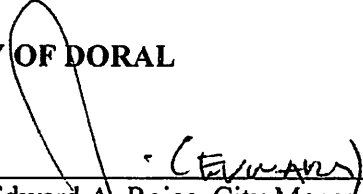
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its _____, whose representative has been duly authorized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

Attest:



Connie Diaz, City Clerk

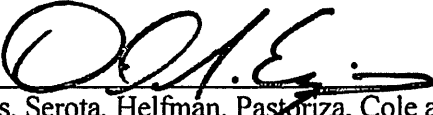
CITY OF DORAL

By: 

Edward A. Rojas, City Manager

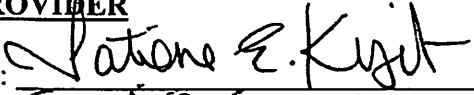
Date: 3/9/16

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



Weiss, Serota, Helfman, Pastoriza, Cole and Boniske
City Attorney

PROVIDER

By: 

Its: Franchise Owner
Date: 3-9-16

EXHIBIT "A"

ARTICLE 1.0 SCOPE OF SERVICES

1.1 The Provider's services shall be performed on the days and hours set forth on the Program Request Form submitted for such services, such form set forth as Exhibit "E" hereto.

1.2 The Provider agrees that the price for the classes provided and outlined in this contract will be set at \$40 per month for adults, \$38 per month for youth, and an hourly rate of \$45 for seniors and will not increase for the duration of the contract period. If the Provider wishes to make any changes in the price of the class, they must request and receive written approval from the City. The City reserves the right to deny any changes in price during the duration of this contract period.

1.3 The Provider and The Director of the Parks & Recreation Department or his/her designee, hereinafter referred to as the "Department", will agree upon class schedules. ***Provider agrees to submit a Program Request Form to the Department for each class being proposed not less than eight (8) weeks prior to the beginning of each session.*** All such forms shall be deemed to form a part of this Agreement. Classes and other programs should be at least fifty (50) minutes in length to allow for setup time for back to back classes.

1.4 Provider must meet minimum student enrollment (5 participants) based upon the type of program as described below in Article 3.0 titled "Activity Classifications and Class Size Minimums". The City will provide the classroom or field space with a maximum of twenty-five (25) participants per class. ***The Provider agrees to take daily attendance of all students registered for the class.***

1.5 The fee charged to each participant will be described as in the Program Request Form for such class for residents of Doral and **20% more** for non-residents of Doral. **The entire balance of this surcharge for non-residents shall be paid to the City.** Provider may not charge more than the approved rate listed on Exhibit "E".

1.6 The Provider warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.7 The Provider agrees that they shall be solely responsible for all costs and /or expenses associated with, or as a result of its operation under this Agreement. The Provider shall stipulate and certify that he/she is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of this Agreement.

1.8 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to purchase the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.

1.9 ***Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.***

1.10 The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider.

1.11 The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. ***Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement***

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

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

1.14 The Department or City may require that the Provider not be permitted to utilize specific assistants, substitutes, or additional instructors who have failed to follow the Department rules.

1.15 Although the City shall not control the instructor's techniques, methods, procedures, or sequence of instruction, the Provider will endeavor to comply with the City's and Department's policies and procedures so as not to interfere with their operation, harm or damage the equipment or facilities afforded to Provider for his/her class or to otherwise disrupt the other on-site activities being offered at such public facilities.

1.16 The Provider also acknowledges that he or she is primarily responsible for the conduct of the students in all classes under his or her charge.

1.17 If the Provider will be providing Services directly with minor children without parental supervision, the Provider shall, prior to commencing Services under this Agreement, comply with the City's policy regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level II screening. The City will furnish

the Provider with a background release form (**Exhibit "C"**) for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will come in contact with a child at the Provider's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's employees or any individual who will come in contact with a child at the City through Provider or at Provider's direction, authorizing the City to conduct an inquiry. The result of the inquiry may be deemed acceptable by the City in its sole and complete discretion. *If the Provider has recently had a background screening conducted by another agency, the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* Provider and its employees must also execute a Waiver of Release and Liability (**Exhibit "D"**).

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

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

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

ARTICLE 2.0

Equipment & Materials

2.1 All materials and equipment needed or pertaining to the above stated program will be provided by the Provider at his/her own cost and expense. However, Provider may require students to obtain certain materials required in the program by providing a list of such materials (with approximate costs) to the participants. If Provider makes such materials available to participants, they must be sold at Provider's cost. All equipment provided by the Provider shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sales or advertisement of merchandise is restricted to those materials utilized in and for the class. Fundraising activities conducted by the Provider must be approved by the City in advanced. The Provider shall obtain the City's approval of such merchandise prior to its distribution and advertisement or sale.

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

2.4 Any supplies or equipment left at the facility will be the responsibility of the Provider. The City will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The Provider shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each class commences that cannot be corrected immediately by the Department, the class shall be canceled and the matter reported to the Department for correction. If the Provider elects to hold his/her class in the facility provided, it will be presumed that the Provider has inspected the premises and facilities and equipment provided for such class and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0

Activity Classifications and Class Size Minimums:

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

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

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

ARTICLE 4.0

American Disabilities Act

4.1 Provider shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the American Disabilities Act ("ADA") in the course of providing any services funded in whole or in part by the City, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

4.2 Provider's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 5.0
Miscellaneous

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

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

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

EXHIBIT "B"

**INSURANCE REQUIREMENTS
AGREEMENTS FOR OUTSIDE PROVIDERS**

I. Commercial General Liability

A. Limits of Liability

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

B. Endorsements Required

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

II. Workers Compensation (If Applicable)

Statutory- State of Florida

Employer's Liability

A. Limits of Liability

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

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

A. Limits of Liability

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

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

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

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.



EXHIBIT "C"

Parks and Recreation
BACKGROUND CHECK RELEASE FORM

[] VOLUNTEER [] CONTRACTUAL [] EMPLOYEE

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

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

NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBER

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

CURRENT PERSONAL DATA

NAME _____

SOCIAL SECURITY NUMBER _____ DATE OF BIRTH _____

PRESENT ADDRESS _____

CITY _____ STATE _____ ZIP _____

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

SIGNATURE _____ DATE _____

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

- [x] Criminal background records/information
[x] National Sex Offender Registry check
[] Credit History Check

Signature of person making this request _____ Title _____

EXHIBIT "D"
CITY OF DORAL

WAIVER AND RELEASE OF LIABILITY/MEDICAL TREATMENT CONSENT

TO THE CITY OF DORAL: in consideration of the opportunity afforded to me or my minor child/ward to participate in the activity described in the Registration Form at: Morgan Levy Park, 5300 NW 102nd Avenue / Doral Meadow Park, 11555 NW 58th Street & Doral Central Park 3000 NW 87th Avenue.

(Name and Address of Facility)

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

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

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

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

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

PHOTO RELEASE

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

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

Name of Parent/Guardian: _____ Date: _____

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

EXHIBIT "E"

PROGRAM REQUEST FORM

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

Name of Program: JAZZ EXERCISE

Participant Ages: ADULTS

Day/s of the week program is offered: M-W-TH 7:00 PM

Time of Program: 7:00 PM to 8:00 PM

Program Dates: _____ to _____

Program Fee: \$37 Per month

Program Enrollment: Minimum _____ Maximum _____

Materials to be supplied by participants: None

Materials to be supplied by Instructor: music, microphone

Materials to be supplied by the City of Doral: equipment for soundstage

Additional Program Requirements: none

Instructor (*s)Name: Tatiana Knight

Address: 20 Deer Run

City/State/Zip Code: Miami Springs, FL 33166

Phone Number: (Day) 305-888-7625 (Evening) _____

(E-mail): tatik2000@hotmail.com (Fax) _____

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

EXHIBIT "E"

PROGRAM REQUEST FORM

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

Name of Program: Jazzercise Lite

Participant Ages: 55+

Day/s of the week program is offered: Tues / Thurs

Time of Program: 10am to 11am

Program Dates: _____ to _____

Program Fee: _____

Program Enrollment: Minimum 5 Maximum _____

Materials to be supplied by ~~participants~~: _____

weights, mats; ~~ipod~~

Materials to be supplied by Instructor: _____

Ipod.

Materials to be supplied by the City of Doral: _____

stage, PA system

Additional Program Requirements: _____

Instructor (*s) Name: Tatiana Knight

Address: 20 Deer Ln

City/State/Zip Code: Miami Springs, FL 33166

Phone Number: (Day) (3) 502-6391 (Evening) _____

(E-mail): Tatik2000@hotmail.com (Fax) _____

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

Jr. Jazz.

EXHIBIT "E"

PROGRAM REQUEST FORM

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

Name of Program: Jr. Jazzerise

Participant Ages: 5 yrs - 17 yrs.

Day/s of the week program is offered: Mon & Weds.

Time of Program: 6:00pm to 6:45pm

Program Dates: Always! to _____

Program Fee: \$36 per month

Program Enrollment: Minimum N/A Maximum _____

Materials to be supplied by participants: PA chart, weights, mats, iPod, Registration items

Materials to be supplied by instructor: _____

Materials to be supplied by the City of Doral: sand system, stage

Additional Program Requirements: _____

Instructor ('s) Name: Tahana Knight

Address: 20 Deer Run

City/State/Zip Code: Miami Springs, FL 33166

Phone Number: (Day) (3) 502-6391 (Evening) _____

(E-mail): TatiK2000@hotmail.com (Fax) _____

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

RESOLUTION No. 15-230

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING JACKELINE ALERS, CORE YOGA, HOLISTIC SYSTEMS, JAZZERCISE, MIND LAB AND CODE EXPLORERS AS SERVICE PROVIDERS FOR THE PROVISION OF RECREATIONAL PROGRAMS FOR THE CITY OF DORAL PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE RECOMMENDED PROVIDERS, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, FOR A PERIOD OF TWO (2) YEARS WITH AN OPTION OF TWO ONE (1) YEAR RENEWALS FOR A TOTAL OF FOUR (4) YEARS BASED ON CURRENT PROGRAM PERFORMANCE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Request for Proposal #2015-27 "Recreational Programs" (the RFP"), for which the City received six (6) submittals by the October 9, 2015 at 11:00a.m. deadline, with all the respondents meeting the required criteria; and

WHEREAS, upon review of the bids received, the committee determined that the following respondents were responsive to the RFP: Jackeline Alers; Core Yoga; Holistic Systems; Mind Lab; Code Explorers; and Jazzercise; and

WHEREAS, Staff has recommended that the City Council approve Jackeline Alers, Core Yoga, Holistic Systems, Mind Lab, Code Explorers and Jazzercise as service providers of recreational programming for the City's parks, and authorize the manager to negotiate and enter into individual agreements with the providers pursuant to the general terms specified herein for a period of two (2) year with an option of two one (1) year renewals for a total of four (4) years; and

**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 of Services. The provision of recreational programming services for the City of Doral Parks and Recreation Department by Jackeline Alers, Core Yoga, Holistic Systems, Mind Lab, Code Explorers and Jazzercise is hereby approved.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into agreements with the following Providers, subject to approval by the City Attorney as to form and legal sufficiency, pursuant to the corresponding general terms.

1. Jackeline Alers, Certified Zumba Instructor
Service: Zumba Classes
Compensation: 70% instructor / 30% city;
2. Core Yoga
Service: Yoga Classes
Compensation: 70% instructor / 30% city;
3. Mind Lab South Florida, LLC
Service: Educational Programs
Compensation: 70% instructor / 30% city;
4. Code Explorers, Inc.
Service: Educational Programs
Compensation: 70% instructor / 30% city;
5. Holistic Systems, LLC.
Service: Tai Chi Classes- Senior Citizens (Silver Club)
Compensation: Per Classes Hourly Rate;
6. Jazzercise
Service: Jazzercise Classes

Compensation: 80% instructor / 20% city (due to being responsible for all administrative services); and

on such other terms and conditions as may be appropriate to protect and further the interests of the City for this term. This Authorization does not create or confer any rights to any of the five (5) listed firms.

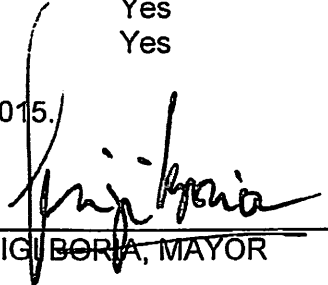
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

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

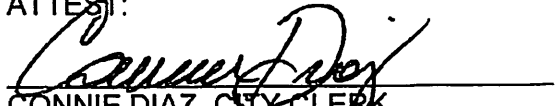
Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 2 day of December, 2015.



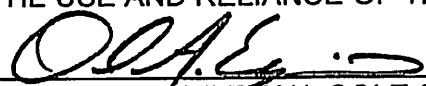
LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CITY CLERK

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



WEISS, SEROTA, HELPMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY