

**FIRST AMENDMENT TO THE
AGREEMENT BETWEEN
THE CITY OF DORAL
AND
THERAPEUTIC LIFESTYLE CONCEPTS, LLC**

This First Amendment to the Agreement between the **CITY OF DORAL** (“City”) and **THERAPEUTIC LIFESTYLE CONCEPTS, LLC** (“Provider”) executed this 13 day of November 2023, is made a part of the original Agreement between the parties dated October 25, 2021 (the “Agreement”), between the City and Provider attached hereto as Exhibit “A”. The City and Provider hereby agree as follows:

RECITALS

WHEREAS, the City issued Request for Proposals #2021-15 for recreational programming (the “RFP”); and

WHEREAS, four (4) submittals were received and were subsequently scored and ranked by an evaluation committee on August 17, 2021; and

WHEREAS, pursuant to Resolution No. 21-200, the City awarded the RFP for recreational programming to the top two (2) ranked firms, which resulted in the City and the Provider entering into the Agreement on October 25, 2021, for recreational programming, but specific to Thai-Chi Programming; and

WHEREAS, the City and Provider now wish to amend the Agreement through this First Amendment to modify the scope and for clarification that Provider may provide recreational programming beyond Thai-Chi class offerings, provided said recreational program is first approved by the City.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. **EFFECTIVE DATE.** The effective date of this First Amendment shall be November 1, 2023.
2. **EXPANDING SCOPE.** The term “Tai-Chi Programming” in the original Agreement shall be deleted and substituted with the term “Tai-Chi and Other Recreational Programming”.

Except as specifically modified herein, all terms and conditions of the original Agreement shall remain in full force and effect.

3. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties shall remain in full force and effect.
4. **CONFLICTING PROVISIONS.** The terms, statements, requirements, and provisions contained in this First Amendment shall prevail and be given superior effect and priority over any

conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Exhibit "A."

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in duplicate on the day and year last written below.

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

By:

Barbara Hernandez, City Manager

Date: 11/13/2023

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

Valerie Vicente, Esq.
for Nabors Giblin & Nickerson P.A.
City Attorney

PROVIDER

By: Maria Cristina Dumlad
Its: Therapeutic Lifestyle Concepts, LLC
Date: Nov. 7, 2023

EXHIBIT "A"

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
Therapeutic Lifestyle Concepts, LLC
FOR
Tai-Chi Programming**

THIS AGREEMENT is made between **Therapeutic Lifestyle Concepts** a Florida limited liability company, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fees for Tai-Chi Programming (the "Project"); and

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

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

1. Scope of Services/Deliverables.

- 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services (Exhibit A)
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of three (3) years with two (2) additional one (1) year renewals, 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 City and 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 City shall be entitled to 30% of the fees paid by participants and the Provider shall be entitled to the remaining 70% of fees paid. The non-resident surcharge is fully payable to the City and shall not be included in the monthly gross income calculation.

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

The City of Doral will handle the registration for Senior Classes. The City of Doral will collect any registration fees from participants upon registering. The City of Doral will pay provider \$90/hr.

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

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

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

4. **Subproviders.**

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

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

5. **City's Responsibilities.**

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

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional 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.
- 6.2 Submit an operating budget for the service that provides for registration fees equal to the costs of operating the service.

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 without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.

8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.

8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

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

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: Hernan M. Organvidez
Interim City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.
City Attorney
8401 NW 53rd Terrace
Doral, FL 33166

For The Provider: Maria C. Dumlao
Owner
Therapeutic Lifestyle Concepts, LLC
11277 NW 46 Lane
Doral, FL 33178

14. **Governing Law.**

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

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

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

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

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

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider

providing services to the City under this Agreement shall be the property of the City.

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

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

17. **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, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

19. **Independent Contractor.**

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

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

20. **Compliance with Laws.**

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts**

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

25. **Removal of Unsatisfactory Personnel**

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

offered by Provider, the City Manager’s decision to replace the employee shall be final.

26. **Force Majeure**

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

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

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

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

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

Hernan M. Organvidez, Interim City Manager

Date: 10/25/21

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



Luis Figueredo ESQ.
City Attorney

PROVIDER


By: 
Its: Therapeutic Lifestyle Concepts, LLC
Date: 9/20/21

EXHIBIT A

SCOPE OF SERVICES

1.0 Provider's Responsibilities

- 1.0.1 The Provider will provide patrons of the City of Doral with excellent customer service and a positive experience. Patrons must be treated courteously and respectfully. The Provider shall be patient and polite when dealing with patrons regardless of the circumstances.
- 1.0.2 The Provider must submit a schedule of classes and fees at specified deadlines as set by the Parks & Recreation Director or his/her designee.
- 1.0.3 The City shall require all participants in the programs to sign a Waiver and Release of Liability, which will be completed at the time of registration prior to each session.
- 1.0.4 The locations and days/times of the programs will be determined at the City's discretion during contract negotiations. Any other use of additional facilities must be submitted via written request at least four (4) weeks in advance to be considered. There will be no guarantee the request will be accommodated.
- 1.0.5 The Provider may not subcontract any portion of the scope of services.
- 1.0.6 The Provider and its instructors must be trained in the program and have the appropriate experience requirements.
- 1.0.7 The Provider, instructors, volunteers or anyone else employed by the Provider represent the City of Doral Parks & Recreation Department and must act accordingly. If the Provider fails to do so, they may be subject to termination.
- 1.0.8 It will be the responsibility of the Provider to provide necessary instructors for all classes. The Provider shall also provide necessary personnel to ensure that the participants of the program obey all City of Doral Parks & Recreation rules and regulations.
- 1.0.9 The Provider shall be responsible for the conduct and safety of the students in all classes under their charge.
- 1.0.10 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 "B"**) 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.* Provider and its employees must also execute a Waiver of Release and Liability (**Exhibit "C"**).

- 1.0.11 The Provider will be responsible for the promotion and advertising of their program. All signs, advertising materials, posters, or other such material must be approved by the Director of Parks and Recreation or his/her designee, prior to their release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2- Handbills.
- 1.0.12 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. Such action(s) may result in immediate termination of the agreement with the Provider and the forfeiture of all compensation due to the Provider.
- 1.0.13 The Provider and its employees shall abide by all City of Doral Parks & Recreation rules and regulations.
- 1.0.14 The Provider shall be responsible for notifying the City of Doral of any maintenance related concerns of the community center facility. The Provider will be responsible for the cost of any damage that is caused the Provider or their employees.
- 1.0.15 The Provider shall be responsible for picking up trash generated by use of the facilities during lessons. The Provider shall be responsible for facility inspection prior to use to ensure no safety issues are present, and if there is, take appropriate action to eliminate the risk of injury or danger to participants by notifying park staff immediately.
- 1.0.16 The Provider will be responsible for providing all necessary supplies that are needed as part of the program being organized. The City will not be responsible for purchasing any needed equipment for the program.
- 1.0.17 The following table shows the physical address and hours of operation of each facility:

**Doral Legacy Park Community Center
11400 NW 82 Street Doral, FL 33178**

Monday - Friday 7:00 AM - 9:00 PM
 Saturdays 8:00 AM - 5:00 PM
 Sundays 8:00 AM - 5:00 PM
 Designated Holidays CLOSED

**Morgan Levy Park Community Center
5300 NW 102 Ave. Doral, FL 33178**

Monday - Friday 8:00 AM - 9:00 PM
 Saturdays 8:00 AM - 5:00 PM
 Sundays CLOSED
 Designated Holidays CLOSED

**Doral Meadow Park
11555 NW 58 Street Doral, FL 33178**

Monday - Friday 8:00 AM - 10:00 PM
 Saturdays 8:00 AM - 5:00 PM
 Sundays 8:00 AM - 5:00 PM
 Designated Holidays CLOSED

**Doral Glades Park Community Center
7600 NW 98 Place Doral, FL 33178**

Monday - Friday	7:00 AM - 9:00 PM
Saturdays	8:00 AM - 5:00 PM
Sundays	8:00 AM - 5:00 PM
Designated Holidays	CLOSED

- 1.0.18 The City reserves the right to modify and change the hours of programming by the Provider to ensure it does not conflict with the operation of the facility or other City activities scheduled. **Provider understands and agrees that the City shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.**
- 1.0.19 The City reserves the right to add or remove any other public facility to conduct recreational programming. The programs and schedule will be determined at the discretion of the City.
- 1.0.20 The program may be further broken up into levels of difficulty, if applicable (i.e. beginner, intermediate, advanced). Provider may propose different categories as long as all age groups, levels, and services mentioned have been included in Exhibit D. The City reserves the right to request that the Provider offer additional services.
- 1.0.21 The program will be conducted according to the session/monthly schedule determined by the City. The City will communicate the session dates to the Provider. The sessions range from 6- 9 weeks depending on the season, set by the City.
- 1.0.22 The Provider may be able to participate in other city organized programs and events. Participation in these programs and events is solely at the city’s discretion.
- 1.0.23 The Provider may be able to provide Virtual Programming if City Facilities are not open to the public.
- 1.0.24 The Provider may not conduct any classes on City of Doral designated holidays.

- 1.0.25 The Provider will be required to take daily attendance of all classes. Attendance must be taken at the beginning of each class and attendance folder must be returned to the reception desk at the end of each day.
- 1.0.26 Any uniform or material fee the Provider requires must be approved by the City 60 days prior to the start of class registration.
- 1.0.27 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.
- 1.0.28 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.

2.0 City's Responsibilities

- 2.0.1 The City of Doral shall maintain the community center facility
- 2.0.2 The City of Doral shall provide the instructor with an updated class roster prior to the start of each session.
- 2.0.3 The City of Doral shall notify the instructor with any schedule changes.
- 2.0.4 The City of Doral will assist with the promotion of the program by advertising through available City outlets.
- 2.0.5 The City will assist with facility set up for the program, if needed and requested by Provider.
- 2.0.6 The City reserves the right to schedule maintenance projects for facility preservation/restoration purposes. 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.
- 2.0.7 Provider will be subject to Program Quality Assessments by City.
- 2.0.8 The City reserves the right to add additional programming if necessary.

3.0 Pricing

- 3.0.1 The session price will be determined by the number of class and weeks in the given session.
- 3.0.2 For the purposes of pricing, please base all pricing on an 8 week session on Exhibit D (Program Request Form). This will determine the Price. *Ex. \$8/ class—8 week session (class held 2 times each week)= Session Price: \$128*
- 3.0.3 The final number of classes held per week will be determined by the City.
- 3.0.4 The City will determine the session price, the number of classes and weeks in each session for the Senior Programs.

4.0 Registration & Payment

- 4.0.1 Program participants will register directly with the Provider. The Provider will collect all registration fees from participants upon registering.
- 4.0.2 Non-Residents of Doral shall be charged **20% more** than residents of Doral. The entire balance of this surcharge for non-residents shall be paid to the City.
- 4.0.3 The City of Doral shall be entitled to 30% of the fees paid and the Provider shall be entitled to 70% of the fees paid. The non-resident surcharge is fully payable to the City.
- 4.0.4 The City of Doral will handle the registration for Senior Classes. The City of Doral will collect any registration fees from participants upon registering. The City of Doral will pay provider \$90/hr.
- 4.0.5 The City of Doral shall receive payment within 14 days after the end of each session.
- 4.0.6 Provider shall receive payment within 14 days after the end of each Seniors session.
- 4.0.7 If the Provider would like to implement another procedure for registration & payments, it must be discussed with the City and is subject to City approval.
- 4.0.8 Provider must meet a minimum student enrollment of five (5) participants per class, seventy-five percent (75%) of which must be Doral residents. Maximum capacities may vary depending on facility. It is the Department's sole discretion to set, increase or decrease maximum capacities in writing if not specified within this Agreement.

5.0 Equipment & Materials

- 5.0.1 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.
- 5.0.2 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.
- 5.0.3 Storage for supplies or equipment is limited. The Provider must issue a request in writing for use of any storage space and the City must approve the request prior to the use of any storage areas.
- 5.0.4 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.
- 5.0.5 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.



EXHIBIT "B"

Parks and Recreation

BACKGROUND CHECK RELEASE FORM

VOLUNTEER CONTRACTUAL EMPLOYEE

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

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

NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBER

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

CURRENT PERSONAL DATA

NAME _____

SOCIAL SECURITY NUMBER _____ DATE OF BIRTH _____

PRESENT ADDRESS _____

CITY _____ STATE _____ ZIP _____

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

SIGNATURE

DATE

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

Criminal background records/information

National Sex Offender Registry check

Credit History Check

Signature of person making this request _____ Title _____

5-13-2009

Exhibit "C"

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

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

Morgan Levy Park, 5300 NW 102nd Avenue / Doral Meadow Park, 11555 NW 58th Street /
Doral Glades Park, NW 98th Place/ Doral Legacy Park, 11400 NW 82nd Street / Doral Central Park, 3000 NW 87th Avenue/
Downtown Doral Park, 8395 NW 53rd Terrace/ Doral Government Center, 8401 NW 53rd Terrace.
(Name and Address of Facility)

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

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

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

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

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

PHOTO RELEASE

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

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

Participant Name: _____
Name of Parent/Guardian: _____ Date: _____
Signature (Parent/Guardian if participant is a Minor): _____



Exhibit "E"

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

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

Program Assessment Portion

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

Provider Assessment Portion

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

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

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

Exhibit "F" - Payout Form

Program :						Instructor:					
Days:											
Session Begins:			Ends:								
Start Time:			End Time:			Facility:					
Resident Fee:			Non-Resident Fee:								

***14 business days after end of program*

	Last	First	Res.	Non-Res 20% Sur	XX%City	XX% Ins		Last	First	Res.	Non-Res 20% Sur	XX%City	XX% Ins
1					\$ -	\$ -	24					\$ -	\$ -
2					\$ -	\$ -	25					\$ -	\$ -
3					\$ -	\$ -	26					\$ -	\$ -
4					\$ -	\$ -	28					\$ -	\$ -
5					\$ -	\$ -	29					\$ -	\$ -
6					\$ -	\$ -	31					\$ -	\$ -
7					\$ -	\$ -	32					\$ -	\$ -
8					\$ -	\$ -	33					\$ -	\$ -
9					\$ -	\$ -	34					\$ -	\$ -
10					\$ -	\$ -	35					\$ -	\$ -
11					\$ -	\$ -	36					\$ -	\$ -
12					\$ -	\$ -	37					\$ -	\$ -
13					\$ -	\$ -	38					\$ -	\$ -
14					\$ -	\$ -	39					\$ -	\$ -
15					\$ -	\$ -	40					\$ -	\$ -
16					\$ -	\$ -	41					\$ -	\$ -
17					\$ -	\$ -	42					\$ -	\$ -
TOTALS			0.00	0.00	0.00	0.00				\$ -	\$ -	\$ -	\$ -

Total Registered _____

Total Collected-Residents: 0.00
 Total Collected-NonRes. Surcharge 0.00
 Grand Total Collected 0.00

Amount to City
 (30%)+ 20%
 Surcharge 0.00
Amount to Instructor (XX%) 0.00

Received by Admin on : _____
 Park Supervisor Signature: _____

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

EXHIBIT "G"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$1,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured
Primary Insurance Clause Endorsement
Waiver of Subrogation in favor of City
Sexual Abuse and Molestation
Premises and Operations Liability

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage
Combined Single Limit
Any Auto/Owned Autos or Scheduled Autos

Including Hired and Non-Owned Autos	\$300,000
Any One Accident	

Coverage / Endorsement Required

Employees are covered as insureds
City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

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

**Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.
Waiver of Subrogation in favor of City.**

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

V. Professional Liability/Errors & Omissions

Limits of Liability

Each Claim	\$250,000
Policy Aggregate	\$250,000

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

VI. Accident Medical/Participant Legal Liability \$25,000 Limit/Excess

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

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

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

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
Therapeutic Lifestyle Concepts, LLC
FOR
Tai-Chi Programming**

THIS AGREEMENT is made between **Therapeutic Lifestyle Concepts** a Florida limited liability company, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fees for Tai-Chi Programming (the "Project"); and

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

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

1. Scope of Services/Deliverables.

- 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services (Exhibit A)
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of three (3) years with two (2) additional one (1) year renewals, 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 City and 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 City shall be entitled to 30% of the fees paid by participants and the Provider shall be entitled to the remaining 70% of fees paid. The non-resident surcharge is fully payable to the City and shall not be included in the monthly gross income calculation.

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

The City of Doral will handle the registration for Senior Classes. The City of Doral will collect any registration fees from participants upon registering. The City of Doral will pay provider \$90/hr.

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

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

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

4. **Subproviders.**

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

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

5. **City's Responsibilities.**

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

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional 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.
- 6.2 Submit an operating budget for the service that provides for registration fees equal to the costs of operating the service.

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 without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.

8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.

8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

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

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: Hernan M. Organvidez
Interim City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.
City Attorney
8401 NW 53rd Terrace
Doral, FL 33166

For The Provider: Maria C. Dumlao
Owner
Therapeutic Lifestyle Concepts, LLC
11277 NW 46 Lane
Doral, FL 33178

14. **Governing Law.**

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

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

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

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

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

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider

providing services to the City under this Agreement shall be the property of the City.

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

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

17. **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, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

19. **Independent Contractor.**

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

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

20. **Compliance with Laws.**

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts**

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

25. **Removal of Unsatisfactory Personnel**

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

offered by Provider, the City Manager’s decision to replace the employee shall be final.

26. **Force Majeure**

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

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

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

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

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

Hernan M. Organvidez, Interim City Manager

Date: 10/25/21

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



Luis Figueredo ESQ.
City Attorney

PROVIDER


By: 
Its: Therapeutic Lifestyle Concepts, LLC
Date: 9/20/21

EXHIBIT A

SCOPE OF SERVICES

1.0 Provider's Responsibilities

- 1.0.1 The Provider will provide patrons of the City of Doral with excellent customer service and a positive experience. Patrons must be treated courteously and respectfully. The Provider shall be patient and polite when dealing with patrons regardless of the circumstances.
- 1.0.2 The Provider must submit a schedule of classes and fees at specified deadlines as set by the Parks & Recreation Director or his/her designee.
- 1.0.3 The City shall require all participants in the programs to sign a Waiver and Release of Liability, which will be completed at the time of registration prior to each session.
- 1.0.4 The locations and days/times of the programs will be determined at the City's discretion during contract negotiations. Any other use of additional facilities must be submitted via written request at least four (4) weeks in advance to be considered. There will be no guarantee the request will be accommodated.
- 1.0.5 The Provider may not subcontract any portion of the scope of services.
- 1.0.6 The Provider and its instructors must be trained in the program and have the appropriate experience requirements.
- 1.0.7 The Provider, instructors, volunteers or anyone else employed by the Provider represent the City of Doral Parks & Recreation Department and must act accordingly. If the Provider fails to do so, they may be subject to termination.
- 1.0.8 It will be the responsibility of the Provider to provide necessary instructors for all classes. The Provider shall also provide necessary personnel to ensure that the participants of the program obey all City of Doral Parks & Recreation rules and regulations.
- 1.0.9 The Provider shall be responsible for the conduct and safety of the students in all classes under their charge.
- 1.0.10 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 "B"**) 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.* Provider and its employees must also execute a Waiver of Release and Liability (**Exhibit "C"**).

- 1.0.11 The Provider will be responsible for the promotion and advertising of their program. All signs, advertising materials, posters, or other such material must be approved by the Director of Parks and Recreation or his/her designee, prior to their release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2- Handbills.
- 1.0.12 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. Such action(s) may result in immediate termination of the agreement with the Provider and the forfeiture of all compensation due to the Provider.
- 1.0.13 The Provider and its employees shall abide by all City of Doral Parks & Recreation rules and regulations.
- 1.0.14 The Provider shall be responsible for notifying the City of Doral of any maintenance related concerns of the community center facility. The Provider will be responsible for the cost of any damage that is caused the Provider or their employees.
- 1.0.15 The Provider shall be responsible for picking up trash generated by use of the facilities during lessons. The Provider shall be responsible for facility inspection prior to use to ensure no safety issues are present, and if there is, take appropriate action to eliminate the risk of injury or danger to participants by notifying park staff immediately.
- 1.0.16 The Provider will be responsible for providing all necessary supplies that are needed as part of the program being organized. The City will not be responsible for purchasing any needed equipment for the program.
- 1.0.17 The following table shows the physical address and hours of operation of each facility:

**Doral Legacy Park Community Center
11400 NW 82 Street Doral, FL 33178**

Monday - Friday 7:00 AM - 9:00 PM
 Saturdays 8:00 AM - 5:00 PM
 Sundays 8:00 AM - 5:00 PM
 Designated Holidays CLOSED

**Morgan Levy Park Community Center
5300 NW 102 Ave. Doral, FL 33178**

Monday - Friday 8:00 AM - 9:00 PM
 Saturdays 8:00 AM - 5:00 PM
 Sundays CLOSED
 Designated Holidays CLOSED

**Doral Meadow Park
11555 NW 58 Street Doral, FL 33178**

Monday - Friday 8:00 AM - 10:00 PM
 Saturdays 8:00 AM - 5:00 PM
 Sundays 8:00 AM - 5:00 PM
 Designated Holidays CLOSED

**Doral Glades Park Community Center
7600 NW 98 Place Doral, FL 33178**

Monday - Friday	7:00 AM - 9:00 PM
Saturdays	8:00 AM - 5:00 PM
Sundays	8:00 AM - 5:00 PM
Designated Holidays	CLOSED

- 1.0.18 The City reserves the right to modify and change the hours of programming by the Provider to ensure it does not conflict with the operation of the facility or other City activities scheduled. **Provider understands and agrees that the City shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.**
- 1.0.19 The City reserves the right to add or remove any other public facility to conduct recreational programming. The programs and schedule will be determined at the discretion of the City.
- 1.0.20 The program may be further broken up into levels of difficulty, if applicable (i.e. beginner, intermediate, advanced). Provider may propose different categories as long as all age groups, levels, and services mentioned have been included in Exhibit D. The City reserves the right to request that the Provider offer additional services.
- 1.0.21 The program will be conducted according to the session/monthly schedule determined by the City. The City will communicate the session dates to the Provider. The sessions range from 6- 9 weeks depending on the season, set by the City.
- 1.0.22 The Provider may be able to participate in other city organized programs and events. Participation in these programs and events is solely at the city’s discretion.
- 1.0.23 The Provider may be able to provide Virtual Programming if City Facilities are not open to the public.
- 1.0.24 The Provider may not conduct any classes on City of Doral designated holidays.

- 1.0.25 The Provider will be required to take daily attendance of all classes. Attendance must be taken at the beginning of each class and attendance folder must be returned to the reception desk at the end of each day.
- 1.0.26 Any uniform or material fee the Provider requires must be approved by the City 60 days prior to the start of class registration.
- 1.0.27 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.
- 1.0.28 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.

2.0 City's Responsibilities

- 2.0.1 The City of Doral shall maintain the community center facility
- 2.0.2 The City of Doral shall provide the instructor with an updated class roster prior to the start of each session.
- 2.0.3 The City of Doral shall notify the instructor with any schedule changes.
- 2.0.4 The City of Doral will assist with the promotion of the program by advertising through available City outlets.
- 2.0.5 The City will assist with facility set up for the program, if needed and requested by Provider.
- 2.0.6 The City reserves the right to schedule maintenance projects for facility preservation/restoration purposes. 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.
- 2.0.7 Provider will be subject to Program Quality Assessments by City.
- 2.0.8 The City reserves the right to add additional programming if necessary.

3.0 Pricing

- 3.0.1 The session price will be determined by the number of class and weeks in the given session.
- 3.0.2 For the purposes of pricing, please base all pricing on an 8 week session on Exhibit D (Program Request Form). This will determine the Price. *Ex. \$8/ class—8 week session (class held 2 times each week)= Session Price: \$128*
- 3.0.3 The final number of classes held per week will be determined by the City.
- 3.0.4 The City will determine the session price, the number of classes and weeks in each session for the Senior Programs.

4.0 Registration & Payment

- 4.0.1 Program participants will register directly with the Provider. The Provider will collect all registration fees from participants upon registering.
- 4.0.2 Non-Residents of Doral shall be charged **20% more** than residents of Doral. The entire balance of this surcharge for non-residents shall be paid to the City.
- 4.0.3 The City of Doral shall be entitled to 30% of the fees paid and the Provider shall be entitled to 70% of the fees paid. The non-resident surcharge is fully payable to the City.
- 4.0.4 The City of Doral will handle the registration for Senior Classes. The City of Doral will collect any registration fees from participants upon registering. The City of Doral will pay provider \$90/hr.
- 4.0.5 The City of Doral shall receive payment within 14 days after the end of each session.
- 4.0.6 Provider shall receive payment within 14 days after the end of each Seniors session.
- 4.0.7 If the Provider would like to implement another procedure for registration & payments, it must be discussed with the City and is subject to City approval.
- 4.0.8 Provider must meet a minimum student enrollment of five (5) participants per class, seventy-five percent (75%) of which must be Doral residents. Maximum capacities may vary depending on facility. It is the Department's sole discretion to set, increase or decrease maximum capacities in writing if not specified within this Agreement.

5.0 Equipment & Materials

- 5.0.1 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.
- 5.0.2 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.
- 5.0.3 Storage for supplies or equipment is limited. The Provider must issue a request in writing for use of any storage space and the City must approve the request prior to the use of any storage areas.
- 5.0.4 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.
- 5.0.5 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.



EXHIBIT "B"

Parks and Recreation

BACKGROUND CHECK RELEASE FORM

VOLUNTEER CONTRACTUAL EMPLOYEE

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

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

NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBER

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

CURRENT PERSONAL DATA

NAME _____

SOCIAL SECURITY NUMBER _____ DATE OF BIRTH _____

PRESENT ADDRESS _____

CITY _____ STATE _____ ZIP _____

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

SIGNATURE

DATE

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

Criminal background records/information

National Sex Offender Registry check

Credit History Check

Signature of person making this request _____ Title _____

5-13-2009

Exhibit "C"

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

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

Morgan Levy Park, 5300 NW 102nd Avenue / Doral Meadow Park, 11555 NW 58th Street /
Doral Glades Park, NW 98th Place/ Doral Legacy Park, 11400 NW 82nd Street / Doral Central Park, 3000 NW 87th Avenue/
Downtown Doral Park, 8395 NW 53rd Terrace/ Doral Government Center, 8401 NW 53rd Terrace.
(Name and Address of Facility)

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

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

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

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

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

PHOTO RELEASE

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

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

Participant Name: _____
Name of Parent/Guardian: _____ Date: _____
Signature (Parent/Guardian if participant is a Minor): _____



Exhibit "E"

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

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

Program Assessment Portion

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

Provider Assessment Portion

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

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

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

Exhibit "F" - Payout Form

Program :	Instructor:
Days:	
Session Begins:	Ends:
Start Time:	End Time:
Resident Fee:	Non-Resident Fee:
	Facility:

***14 business days after end of program*

	Last	First	Res.	Non-Res 20% Sur	XX%City	XX% Ins		Last	First	Res.	Non-Res 20% Sur	XX%City	XX% Ins
1					\$ -	\$ -	24					\$ -	\$ -
2					\$ -	\$ -	25					\$ -	\$ -
3					\$ -	\$ -	26					\$ -	\$ -
4					\$ -	\$ -	28					\$ -	\$ -
5					\$ -	\$ -	29					\$ -	\$ -
6					\$ -	\$ -	31					\$ -	\$ -
7					\$ -	\$ -	32					\$ -	\$ -
8					\$ -	\$ -	33					\$ -	\$ -
9					\$ -	\$ -	34					\$ -	\$ -
10					\$ -	\$ -	35					\$ -	\$ -
11					\$ -	\$ -	36					\$ -	\$ -
12					\$ -	\$ -	37					\$ -	\$ -
13					\$ -	\$ -	38					\$ -	\$ -
14					\$ -	\$ -	39					\$ -	\$ -
15					\$ -	\$ -	40					\$ -	\$ -
16					\$ -	\$ -	41					\$ -	\$ -
17					\$ -	\$ -	42					\$ -	\$ -
TOTALS			0.00	0.00	0.00	0.00				\$ -	\$ -	\$ -	\$ -

Total Registered _____

Total Collected-Residents: 0.00
 Total Collected-NonRes. Surcharge 0.00
 Grand Total Collected 0.00

Amount to City
 (30%)+ 20%
 Surcharge 0.00
Amount to Instructor (XX%) 0.00

Received by Admin on : _____
 Park Supervisor Signature: _____

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

EXHIBIT "G"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$1,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured
Primary Insurance Clause Endorsement
Waiver of Subrogation in favor of City
Sexual Abuse and Molestation
Premises and Operations Liability

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage
Combined Single Limit
Any Auto/Owned Autos or Scheduled Autos

Including Hired and Non-Owned Autos	\$300,000
Any One Accident	

Coverage / Endorsement Required

Employees are covered as insureds
City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

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

**Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.
Waiver of Subrogation in favor of City.**

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

V. Professional Liability/Errors & Omissions

Limits of Liability

Each Claim	\$250,000
Policy Aggregate	\$250,000

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

VI. Accident Medical/Participant Legal Liability \$25,000 Limit/Excess

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

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

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

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



GEICO GENERAL INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

MAILING ADDRESS

MARIA C DUMLAO
11277 NW 46TH LN
DORAL FL 33178-4349

Policy Number: 0446884504

Effective Date: 07-24-21

Expiration Date: 01-24-22

Registered State: FLORIDA

To whom it may concern:

This letter is to verify that we have issued coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2011

Make: HONDA

Model: ODYSSEY

VIN: 5FNRL5H6XBB048999

COVERAGES	LIMITS	DEDUCTIBLES
Bodily Injury Liability Each Person/Each Occurrence	\$100,000/\$300,000	
Property Damage Liability	\$100,000	
Personal Injury Protection		\$1,000 Ded/Insd&Rel
Additional Personal Injury Protection	20% Med/25% WL	
Uninsured Motorist/Nonstacked Each Person/Each Occurrence	\$20,000/\$40,000	
Comprehensive (Excluding Collision)		\$500 Ded
Collision		\$500 Ded

Lienholder Additional Insured Interested Party

AMERICAN HONDA FIN CORP
PO BOX 650200
HUNT VLY, MD 21065-0200

Additional Information:

Issue Date: 10-18-21

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS, AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE OR EMAIL.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 9/18/2020

EXPIRATION DATE: 9/18/2022

PERSON: MARIA C DUMLAO

EMAIL: WEEWOW@GMAIL.COM

FEIN: 263203714

BUSINESS NAME AND ADDRESS:

THERAPEUTIC LIFESTYLE CONCEPTS, LLC

11277 NW 46 LANE

MIAMI, FL 33178

SCOPE OF BUSINESS OR TRADE:

Home, Public and Traveling
Healthcare All Employees

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



CRUM & FORSTER
EST. 1822 A FAIRFAX COMPANY

NAMED INSURED MEMBER CERTIFICATE OF COVERAGE

CERTIFICATE #: USP331566

MASTER POLICY #: SRPGAPML-101-0720

Policyholder:

Sports and Recreation Providers Association Purchasing Group
1776 South Naperville Road, Bldg-B
Wheaton, IL 60189

Named Insured Member:

Therapeutic Lifestyle Concepts, LLC
11277 NW 46 LANE
DORAL, FL 33178

Certificate Coverage Period: 02/01/2021 to 02/01/2022 at 12:01 AM at the mailing address of the Named Insured Member shown above.

Master Policy Issued By: United States Fire Insurance Company

Certificate of Coverage Issued By:

Francis L. Dean & Associates, Inc.
12800 University Drive #125
Fort Myers, FL 33907
Telephone: (800) 745-2409

Location / Description of Operations: Martial Arts, Aikido, Tai Chi, Therapeutic Stretching, Wellness Programs

See Endorsement Schedule below for any exclusions or limitations

COVERAGE(S)

Insurance is provided only for those coverages for which a limit or the word "Included" is shown below.

General Liability

Limits of Insurance

\$3,000,000.00	General Aggregate Limit (Other Than Products–Completed Operations)
\$3,000,000.00	Products–Completed Operations Aggregate Limit
\$1,000,000.00	Personal And Advertising Injury Limit
\$1,000,000.00	Each Occurrence Limit
\$300,000.00	Damage To Premises Rented To You Limit
\$5,000.00	Medical Expense Limit

Limits of Insurance – Optional Coverages

Excluded	Abuse & Molestation Coverage – Each Occurrence Limit
Excluded	Abuse & Molestation Coverage – Aggregate Limit
Included	Bodily Injury To Athletic Or Sports Participants
\$1,000,000.00	Each Sports, Health, Fitness And Wellness Services Incident Limit
\$1,000,000.00	Sports, Health, Fitness And Wellness Services Aggregate Limit

Premium

\$10.00 Total Estimated Commercial General Liability Premium Due From Member

Hired / Non-Owned Automobile Liability

Limits of Insurance

Excluded	Covered Autos Liability Limit
----------	-------------------------------

Premium

\$0.00 Total Estimated Hired / Non-Owned Automobile Liability Premium Due From Member

Liquor Liability

Limits of Insurance (the applicable statutory limit or the limit as shown below, whichever is less)

Excluded	Each Common Cause
Excluded	Aggregate Limit

Premium

\$0.00 Total Estimated Liquor Liability Premium Due From Member



NAMED INSURED MEMBER CERTIFICATE OF COVERAGE

This Certificate of Coverage evidences your coverage as a Named Insured Member under the Master Policy described herein.

United States Fire Insurance Company certifies that the Named Insured Member as shown herein is insured under the Sports & Recreation Providers Association Purchasing Group Master Policy. The Limits of Insurance, Premium and Effective Date of coverage applicable to the Named Insured Member are as specified above. This Certificate of Coverage, together with the Common Policy Conditions, Coverage Part(s), Coverage Form(s) and Endorsements attached to the Master Policy, complete the above numbered insurance contract.

The Master Policy, containing the terms and conditions of coverage, has been furnished to the Policyholder and a copy of that policy accompanies this Certificate of Coverage. All claims are paid according to the terms and conditions of the Master Policy.

Schedule of Additional Insureds	
The entities shown below are added as Additional Insureds, but only in respect to liability caused by operations of the Named Insured Member during the certificate policy period.	
Form Number	Description
FSPG 101.0.0007 Designated Person/Org	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
FSPG 101.0.0008 Designated Person/Org (CA Govt)	<u>Name Of Additional Insured Governmental Entity(ies):</u>
FSPG 101.0.0009 State/Govt Agency/ Subdivision	<u>Name of Additional Insured State Or Governmental Agency Or Subdivision or Political Subdivision:</u>
FSPG 101.0.0010 Vendors	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
FSPG 101.0.0011 Managers or Lessors of Premises	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
FSPG 101.0.0012 Lessor of Leased Equipment	<u>Name Of Additional Insured Person(s) Or Organization(s):</u>
Endorsement Schedule	
Form Number	Description
CG 21 44 Limitation To Designated Premises, Projects, Operations	<u>Premises:</u> Limitation of Coverage Endorsement is Used for the Following Locations: <u>Project Or Operation:</u> Limitation of Coverage Endorsement is Used for the Following Operations: Martial Arts, Aikido, Tai Chi, Therapeutic Stretching, Wellness Programs
CG 21 53 Exclusion – Designated Ongoing Operations	<u>Description of Designated Ongoing Operation(s):</u> Horse Vaulting/Jumping, Trick/Stunt Riding, Equine Racing Exposures, Leasing of Horses, Inflatable Amusement Devices, Carnival Rides, Knockerball/Bubble Soccer, Bungee Devices, Fireworks, Mechanical Bucking Devices: including Multi Ride Attachments, Permanent & Mobile Rock Wall Structures, Rock Climbing, Security Services Other Than Contracted Law Enforcement Officers, Trampolines, Zip Lines, Tackle Football, Surfing, Zippy Pets, White Water Rafting, Water Skiing, Trackless Trains, Participants of Aerial Activities <u>Specified Location (If Applicable):</u>

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**NAMED INSURED MEMBER
CERTIFICATE OF COVERAGE**

States Fire Insurance Company.

POLICY NUMBER: SRPGAPML-101-0720

COMMERCIAL GENERAL LIABILITY
CG 21 44 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:

Limitation of Coverage Endorsement is Used for the Following Locations:

Project:

Limitation of Coverage Endorsement is Used for the Following Operations: Martial Arts, Aikido, Tai Chi, Therapeutic Stretching, Wellness Programs

With Respects to certificate number USP331566

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

POLICY NUMBER: SRPGAPML-101-0720

COMMERCIAL GENERAL LIABILITY
CG 21 53 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s):

Horse Vaulting/Jumping, Trick/Stunt Riding, Equine Racing Exposures, Leasing of Horses, Inflatable Amusement Devices, Carnival Rides, Knockerball/Bubble Soccer, Bungee Devices, Fireworks, Mechanical Bucking Devices: including Multi Ride Attachments, Permanent & Mobile Rock Wall Structures, Rock Climbing, Security Services Other Than Contracted Law Enforcement Officers, Trampolines, Zip Lines, Tackle Football, Surfing, Zippy Pets, White Water Rafting, Water Skiing, Trackless Trains, Participants of Aerial Activities

With Respects to certificate number USP331566

Specified Location (If Applicable):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

RESOLUTION No. 21-200

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2021-15 "RECREATIONAL PROGRAMMING" TO THE TWO TOP RANKED FIRMS, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH CAMP WANNADO AFTER SCHOOL AND THERAPEUTIC LIFESTYLE CONCEPTS FOR THE PROVISION OF RECREATIONAL PROGRAMMING SERVICES FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Request for Proposals ("RFP") # 2021-15 on July 8, 2021 for the provision of providing Recreational Programming (; and

WHEREAS, six (6) firms attended the mandatory pre-bid meeting which was held on July 28, 2021. Four (4) proposal submittals were received on August 12, 2021 with three (3) submittals meeting the required criteria. The fourth was disqualified for not attending the pre-bid meeting; and

WHEREAS, an evaluation meeting for phase I was held on August 17, 2021 where submittals received were scored. The committee determined that based on a Three Hundred (300) Total Point System the firms ranked as follows:

- | | |
|--------------------------------------|--------------|
| 1. Camp Wannado After School | 253 points |
| 2. Therapeutic Lifestyle Concepts | 215 points |
| 3. Miami International Music Academy | 145 points |
| 4. Vida Art Academy | Disqualified |

WHEREAS, The City Manager's office respectfully requests approval from Mayor and Members of the City Council to award RFP# 2021-15 "Recreational Programming" to the top two ranked firms and authorize the City Manager to negotiate and enter into an

agreement with Camp Wannado After School and Therapeutic Lifestyle Concepts for the provision of providing recreational program management for the City of Doral Parks & Recreation Department for a period of three (3) years with two (2) one (1) year renewals. and

WHEREAS, the city and the provider will split the revenue generated from the program's registration on a 70%-75% / 30%-25% split (70%-75% Provider / 30%-25% City), or the City would pay the provider a flat fee per class and the City would keep 100% of the revenue from the registration. Ther percentage of the split will be determined during the negotiation process. Registration will either be collected by the provider or the city, depending on the submitted proposal. All revenue collected will be deposited into GL Account 001.0019000.347405 (Recreation – Community Center) or Revenue Account: 001.9000.347200 (Recreation Fees) depending on the program.

NOW THEREFORE, BE IT RESOLVED BY THE 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. The Mayor and City Council-members hereby approve the award of Request for Proposals #2021-15 to the top two ranked firms and authorize the City Manager to enter into an agreement with Camp Wannado After School and Therapeutic Lifestyle Concepts for the provision of providing Recreational Programming for the City of Doral Parks & Recreation Department for a period of three (3) years with two (2) one (1) year renewals, on a revenue share 70%-75% / 30%-25% split (70%-75% Provider / 30%-25% City), unless the City is paying a flat fee per class and

keeping 100% of the revenue collected from registration. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interest of the City.

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

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

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

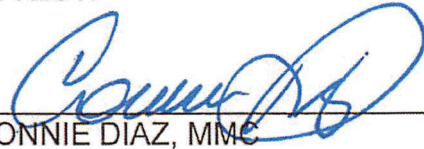
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 8 day of September, 2021.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY