



May 17, 2022

Hernan M. Organvidez

Acting City Manager

Roberto Weissman
Owner / Director
Techtafime Tennis LLC
5785 NW 116 Avenue, Unit # 108
Doral, FL 33178

Ref: Extension of Professional Services Agreement for Techtafime Tennis LLC

Dear Mr. Weissman:

As you are aware, the above referenced professional services agreement was originally scheduled to end on May 22, 2022. The City of Doral invites your company to extend the term of this agreement up to an additional three (3) months. The terms of the agreement shall remain in full force and effect. The new expiration date will now be August 22, 2022.

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

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

Sincerely,

Hernan M. Organvidez
Acting City Manager

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

5/18/2022

Roberto Weissmann, Owner / Director Date
Techtafime Tennis LLC

RESOLUTION No. 22-65

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXTEND EXISTING AGREEMENT WITH TECHTAFIME TENNIS LLC FOR THE PROVISION OF INSTRUCTIONAL TENNIS PROGRAMMING AT DORAL LEGACY PARK FOR AN INITIAL PERIOD OF THREE (3) MONTHS WITH AN ADDITIONAL MONTH TO MONTH OPTION UNTIL THE AWARD OF AN RFP; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Techtafime Tennis LLC was awarded RFP# 2016-38 in 2017 to provide instructional tennis programming for youth and adults at Doral Legacy Park ; and

WHEREAS, Techtafime Tennis LLC existing agreement expires on May 22, 2022; and

WHEREAS, RFP 2022-04 “Instructional Tennis Programming at Doral Legacy Park” was advertised on February 17, 2022 in anticipation of the current agreement expiring; and

WHEREAS, the Phase I Evaluation Committee was held on March 21, 2022. After review of the submittals the bid was cancelled and is being readvertised; and

WHEREAS, The City Manager’s Office respectfully requests approval from the Mayor and City Councilmembers to extend the current agreement with Techtafime Tennis LLC for an initial period of three (3) months with an additional month to month option not to exceed six months until the RFP is awarded. This will ensure there is no lapse in services provided to the community until the bid is awarded; and

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 Councilmembers hereby authorize the City Manager to extend the current agreement with Techtafime Tennis LLC for an initial period of three (3) months with an additional month to month option not to exceed six months until the RFP is awarded. This will ensure there is no lapse in services provided to the community until the bid is awarded.

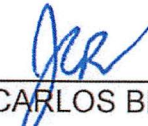
Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

The foregoing Resolution was offered by Councilmember Mariaca 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 Digna Cabral	Not Present at time of Vote
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 11 day of May, 2022.




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



Memorandum

Date: March 2, 2020

To: Erin Weislow, Parks & Recreation Director *EW*

From: Chris Hovde, Programs Coordinator *CH*

Subject: Contract Renewal – Techtafime Tennis, LLC

Techtafime Tennis. provides Instructional Tennis Programming at Doral Legacy Park.

Techtafime Tennis has provided excellent tennis classes as well as tournaments and communicates well to participants as well as our staff. Techtafime Tennis has continued to grow in registration numbers while also maintaining excellent survey results and abides by the rules and regulations of Doral Parks. Techtafime Tennis has also always submitted timely payments with accurate reporting. The partnership is beneficial for all parties involved, specifically for the youth and adult participants in our community.

It is my recommendation that the City extend its contract with Techtafime Tennis LLC for the first of two (2) one (1) year renewals of the existing agreement (attached), with the new agreement ending May 22, 2021.

Attachments

Professional Services Agreement
Resolution No. 17-59



Albert Childress
City Manager

March 2, 2020

Mr. Roberto Weissman
Owner / Director
5785 NW 116 Avenue
Unit #108
Doral, FL 33178

Ref: Contract Renewal – Techtafime Tennis, LLC

Dear Mr. Weissman:

The City of Doral is exercising its option to renew your agreement for the provision of offering Instructional Tennis Programming for a period of one year through May 22, 2021. This contract renewal will be under the same terms and conditions as the original contract.

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

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

Sincerely,

Albert Childress
City Manager

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

Roberto Weissman, Owner / Director

3/10/2020
Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
TECHTAFIME TENNIS, LLC
FOR
INSTRUCTIONAL TENNIS PROGRAMMING

THIS AGREEMENT is made between TECHTAFIME TENNIS, LLC 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 Instructional Tennis 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 through May 22, 2020, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this Agreement for two (2) additional one (1) year periods once the initial term of this Agreement has expired. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Provider.
 - 2.2 Provider agrees that time is of the essence and Provider shall complete 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 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, tournaments and activities, described herein, the City shall be entitled to 25% of the fees paid by participants and the Provider shall be entitled to the remaining 75% of fees paid. The non-resident surcharge is fully payable to the City and shall not be included in the monthly gross income calculation.

The Provider will collect all fees from the participants. Payment to the City must be made 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 month/session. Payments which are made after fourteen (14) calendar days are considered late. The City shall assess a \$250 late fee on payments not received within fourteen (14) days after the end of each month. The Provider may also be assessed an additional \$500 late fee on payments not received within thirty (30) days after the end of each month.

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.

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).

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.

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 B. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

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

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

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

13. Notices/Authorized Representatives.

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

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

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider: Roberto Weissman



Owner / Director
Techtafime Tennis, LLC
5785 NW 116 Ave., Unit #108
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.

19. Independent Contractor.

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

20. Compliance with Laws.

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

21. Waiver

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

22. Survival of Provisions

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

23. Prohibition of Contingency Fees.

23.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the

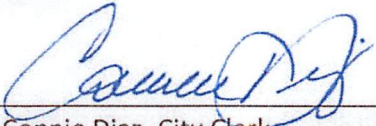
Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting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

24. Counterparts

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

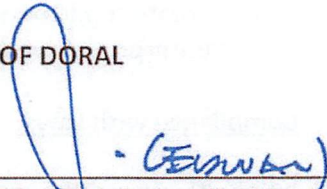
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its OWNER/DIRECTOR, whose representative has been duly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

Attest:



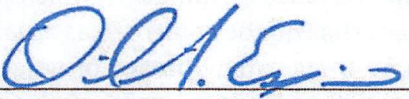
Connie Diaz, City Clerk

CITY OF DORAL

By: 


Edward A. Rojas, City Manager
Date: 5.25.17

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



Weiss Serota Helfman Pastoriza Cole & Bonsike, PL
City Attorney *Bierman*

PROVIDER

By: 

Its: OWNER/DIRECTOR
Date: 5/22/2017



Exhibit A

SCOPE OF SERVICES

- A. The Provider's services shall be performed on the days and hours set forth on the Program Request Form submitted for such services, such form set forth as Exhibit "D" hereto. Exhibit "C" is subject to approval by the Parks & Recreation Department.

- B. The City shall designate one tennis court at Doral Legacy Park for instructional tennis classes.

- C. The Provider and the Director of the Parks & Recreation Department or his/her designee, hereinafter referred to as the "Department", will agree upon class schedules. *Provider agrees to submit a Program Request Form to the Department for all classes no less than four (4) weeks prior to the beginning of each session/season.* All such forms shall be deemed to form a part of this Agreement.

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

- E. Provider must meet a minimum student enrollment of 3 participants per class. The City will provide court space with a maximum of 12 participants per class enrolled in the program. 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. The Provider agrees to take daily attendance of all students registered for the class.

- F. The City reserves the right to schedule maintenance projects for court 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.

- G. The Provider warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.
- H. The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement including but not limited to uniforms, equipment, marketing tools, tournament fees, permits, certifications, etc. Provider will also assume the cost of any damages to City property.
- I. The Provider shall stipulate and certify that he/she is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of this Agreement.
- J. This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to solicit the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.
- K. Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. **The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.**
- L. The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including

workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider. Additionally, the Provider may not sublet or otherwise rent out any City facility/amenity. The Provider may not partner with any other group or organization without the written consent of the City. Fundraisers and sponsorships must also be approved by the City prior to conducting any business.

- M. The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement. The City reserves the right to cancel game or practice sessions for City sanctioned activities or events and agrees to notify the Provider of said cancellations in writing.
- N. All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department. The Department or City may require that the Provider not be permitted to utilize specific assistants, substitutes, or additional instructors who have failed to follow the Department rules.
- O. Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- P. Although the City shall not control the instructor's techniques, methods, procedures, or sequence of instruction, the Provider will endeavor to comply with the City's and Department's policies and procedures so as not to interfere with their operation, harm or damage the equipment or facilities afforded to Provider for his/her class or to otherwise disrupt the other on-site activities being offered at such public facilities.
- Q. The Provider also acknowledges that he or she is primarily responsible for the conduct of the students in all classes under his or her charge.

R. 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 "E") 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 "D").

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

T. The City 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, tournaments and activities, described herein, the City shall be entitled to 25% of the fees paid by participants and the Provider shall be entitled to the remaining 75% of fees paid. The non-resident surcharge is fully payable to the City and shall not be included in the monthly gross income calculation.

The Provider will collect all fees from the participants. Payment to the City must be made 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



month/session. Payments which are made after fourteen (14) calendar days are considered late. The City shall assess a \$250 late fee on payments not received within fourteen (14) days after the end of each month. The Provider may also be assessed an additional \$500 late fee on payments not received within thirty (30) days after the end of each month.

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.

- U. For each year under this Agreement, the Provider agrees to conduct a financial review by an independent party qualified to render such an audit and approved by the City. This external review is a means of providing a reasonable basis for the City to place reliance on financial statements and list fairness and accuracy of revenue and expenditures. The review shall be provided to the Director of Parks & Recreation no later than one year from the date that the Agreement is executed. The City reserves the right to request a full financial audit from the Provider at any time throughout the term of this agreement in addition to or in replacement of the annual financial review. All costs and expenses associated therewith shall be the sole responsibility of the Provider.
- V. 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.
- W. The Provider agrees that it shall not make, or permit to be made, and structural changes or improvements to any City facility/amenity unless otherwise approved by the City. Any changes or improvements made upon the approval by the City shall remain as part of the facility at the end of the term of this Agreement.

X. The Provider shall provide instructional tennis classes for youth, adults, senior citizens and the special needs population.

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EXHIBIT B

INSURANCE REQUIREMENTS - AGREEMENTS FOR OUTSIDE INSTRUCTORS

- I. **Commercial General Liability**
- A. **Limits of Liability**
- | | |
|---|-------------|
| Bodily Injury & Property Damage Liability | |
| Each Occurrence | \$1,000,000 |
| Policy Aggregate | \$1,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
| Products & Comp. Ops (If Applicable) | \$1,000,000 |
| Sexual Abuse & Molestation | \$100,000 |
- B. **Endorsements Required:**
- City of Doral listed as an Additional Insured
8401 NW 53rd Terrace, Doral, FL 33166
 - Contingent Liability
 - Premises and Operations Liability
- II. **Workers Compensation (Coverage A)**
Statutory limits as required - State of Florida
- Employer's Liability (Coverage B)**
- \$100,000 for bodily injury caused by an accident, each accident
 - \$100,000 for bodily injury caused by disease, each employee
 - \$500,000 for bodily injury caused by disease, policy limit
- III. **Professional Liability/Error's & Omissions (If Applicable)**
- A. **Limits of Liability**
- | | |
|------------------|-----------|
| Each Claim | \$250,000 |
| Policy Aggregate | \$250,000 |
- "Retro Date" coverage included

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

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

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

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

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Techtime Tennis @ Legacy Park Junior Programs - Exhibit C

Program Number & Name Session #1	Program Starting & Ending Date	Total Weeks	Participant Age	Day & Time Offered	Minimum & Maximum Enrollment	Doral Resident Fees	Non-Doral Resident Fees	Military Discount (25% child)	Military Discount (50% Sibling)
#1 Red Ball	9/6 to 10/11	6	4 - 6	Wed 5-6pm	3 - 8	\$90	\$108	\$67.50	\$45.00
#2 Red Ball	9/9 to 10/14	6	4 - 6	Sat 9-10am	3 - 8	\$90	\$108	\$67.50	\$45.00
#3 Orange Ball	9/6 to 10/11	6	6 - 8	Wed 4-5pm	3 - 8	\$90	\$108	\$67.50	\$45.00
#4 Orange Ball	9/9 to 10/14	6	6 - 8	Sat 10-11am	3 - 8	\$90	\$108	\$67.50	\$45.00
#5 Green Dot	9/7 to 10/12	6	8 - 10	Thu 5-6pm	3 - 8	\$90	\$108	\$67.50	\$45.00
#6 Green Dot	9/9 to 10/14	6	8 - 10	Sat 11-12pm	3 - 8	\$90	\$108	\$67.50	\$45.00
#7 Academy 1	9/7 to 10/12	6	10 - 14	Thu 4-5pm	3 - 8	\$90	\$108	\$67.50	\$45.00
#8 Academy 1	9/11 to 10/9	5	10 - 14	Mon 5-6pm	3 - 8	\$75	\$90	\$56.25	\$37.50
#9 Academy 2	9/12 to 10/10	5	14-17	Tue 5-6pm	3 - 8	\$75	\$90	\$56.25	\$37.50
#10 Academy 2	9/8 to 10/13	6	14-17	Fri 4-5pm	3 - 8	\$90	\$108	\$67.50	\$45.00
#11 Academy 3	9/11 to 10/9	5	Under 17	Mon 4-5pm	3 - 8	\$75	\$90	\$56.25	\$37.50
#12 Academy 3	9/12 to 10/10	5	Under 17	Tue 4-5pm	3 - 8	\$75	\$90	\$56.25	\$37.50
#13 Academy 3	9/8 to 10/13	6	Under 17	Fri 5-6pm	3 - 8	\$90	\$108	\$67.50	\$45.00

Techtime Tennis @ Legacy Park Adults Programs - Exhibit C

Program Number & Name Session #1	Program Starting & Ending Date	Total Weeks	Participant Age	Day & Time Offered	Minimum & Maximum Enrollment	Doral Resident Fees	Non-Doral Resident Fees	Military Discount (25% child)	Military Discount (50% Sibling)
#14 Cardio AM	9/12-10/10	5	Adults No Beginners	Tue 8:30-9:30	3 - 8	\$90	\$108.00	\$67.50	Adult
#15 Cardio AM	9/7 - 10/12	6	Adults No beginners	Thu 7:30-8:30am	3 - 8	\$108	\$129.60	\$81.00	Adult
#16 Cardio PM	9/11 - 10/9	5	Adults No beginners	Mon 7-8pm	3 - 8	\$90	\$108.00	\$67.50	Adult
#17 Cardio PM	9/6 -10/11	6	Adults No Beginners	Wed 7-8pm	3 - 8	\$108	\$129.60	\$81.00	Adult
# 18 Cardio PM	9/6 -10/11	6	Men Intermediate	Mon 7:30-8:30am	3 - 8	\$108	\$129.60	\$81.00	Adult
#19 Men Clinic	9/8 -10/13	6	Men Advanced	Fri 7:30-8:30am	3 - 8	\$108	\$129.60	\$81.00	Adult
#20 Men Clinic	9/12- 10/10	5	Men 4.0 Tournament	Tue 7:30-8:30am	3 - 8	\$90	\$108.00	\$67.50	Adult
#21 Women	9/12- 10/10	5	Women Beginner	Tue 9:30-10:30	3 - 8	\$90	\$108.00	\$67.50	Adult
#22 Women	9/6- 10/11	6	Women Intermediate	Wed 9:30-10:30	3 - 8	\$108	\$129.60	\$81.00	Adult
#23 Women	9/7-10/12	6	Women Advanced	Thu 9:30-10:30	3 - 8	\$108	\$129.60	\$81.00	Adult
#24 Senior Cit.	9/7 - 10/12	6	Senior Over 65	Thu 8:30-9:30	3 - 8	\$72	\$86.40	\$54.00	Adult
#25 Special Needs	9/8 - 10/13	6	TBD	Fri 8:30-9:30	TBD	\$72	\$86.40	\$54.00	Adult
#26 Adult Beg.	9/11 - 10/9	5	Adults	Mon 8-9pm	3 - 8	\$90	\$108.00	\$67.50	Adult
#27 Adult Int.	9/6 -10/11	6	Adults	Wed 8-9 pm	3 - 8	\$108	\$129.60	\$81.00	Adult
#28 Adult Adv.	9/7 - 10/12	6	Adults	Thu 8-9pm	3 - 8	\$108	\$129.60	\$81.00	Adult

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Tectafime Tennis @ Legacy Park - EXHIBIT C				
Junior & Adult Private Lessons & Private Lessons Packages				
LESSON TYPE	LESSON LENGTH	RATE PER PERSON	5 HOURS PACKAGE PAID IN ADVANCE DISCOUNTED PRICE	10 HOURS PACKAGE PAID IN ADVANCE DISCOUNTED PRICE
PRIVATE (ONE PLAYER)	½ HOUR	\$38	LESSON COST \$35 PACKAGE COST \$175	LESSON COST \$33 PACKAGE COST \$330
PRIVATE (ONE PLAYER)	1 HOUR	\$75	LESSON COST \$70 PACKAGE COST \$350	LESSON COST \$66 PACKAGE COST \$660
SEMI-PRIVATE (2 PLAYERS)	1 HOUR	\$40 (EACH PLAYER)	LESSON COST \$35 PACKAGE COST \$175	LESSON COST \$34 PACKAGE COST \$340
PRIVATE MILITARY, SENIOR & SPECIAL NEEDS DISCOUNT	½ HOUR	\$30	LESSON COST \$28 PACKAGE COST \$175	LESSON COST \$26 PACKAGE COST \$260
PRIVATE MILITARY, SENIOR & SPECIAL NEEDS DISCOUNT	1 HOUR	\$60	LESSON COST \$56 PACKAGE COST \$280	LESSON COST \$54 PACKAGE COST \$540
NOTE: FOR EXTRA HALF HOUR ADD 50% MORE TO THE RATE				
Junior & Adult Private Group Lessons Packages				
LESSON TYPE	LESSON LENGTH	RATE PER PERSON	5 HOURS PACKAGE PAID IN ADVANCE DISCOUNTED PRICE	10 HOURS PACKAGE PAID IN ADVANCE DISCOUNTED PRICE
GROUP LESSON (3 PLAYERS)	1 HOUR	\$28 (EACH PLAYER)	LESSON COST \$27 (EACH PLAYER)	LESSON COST \$25 (EACH PLAYER)
GROUP LESSON (4-6 PLAYERS)	1 HOUR	\$22 (EACH PLAYER)	LESSON COST \$21 (EACH PLAYER)	LESSON COST \$20 (EACH PLAYER)
NOTE: FOR EXTRA HALF HOUR ADD 50% MORE TO THE RATE				

Exhibit D



Participant Name: _____ Program: _____

Session/Age Group: _____ Registration Date: _____

CITY OF DORAL

WAIVER AND RELEASE OF LIABILITY/MEDICAL TREATMENT CONSENT

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

Morgan Levy Park, 5300 NW 102nd Avenue / Doral Meadow Park, 11555 NW 58th Street &

Doral Central Park 3000 NW 87th Avenue / Doral Legacy Park 11400 NW 82nd Street

(Name and Address of Facility)

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

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

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

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

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

PHOTO RELEASE

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

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

Name of Parent/Guardian: _____ Date: _____

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

RESOLUTION No. 17-59

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #2016-38 "INSTRUCTIONAL TENNIS PROGRAMMING" FOR DORAL LEGACY PARK TO THE TOP RANKED FIRM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TECHTAFIME TENNIS FOR A TERM OF THREE (3) YEARS WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS FOR A POSSIBLE TOTAL OF FIVE (5) YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On December 2nd, 2016, Request for Proposals #2016-38, "Instructional Tennis Programming" was advertised for the provision of providing tennis lessons for all ages and abilities at Doral Legacy Park; and

WHEREAS, Five (5) proposal submittals were received on January 31st, 2017 with all proposals meeting the required criteria; and

WHEREAS, an evaluation meeting was held on February 17th, 2017 where all submitted proposals were scored and ranked. A short-list of the top three (3) firms made presentations on February 24, 2017 and their presentations were scored and ranked. The evaluation committee determined that based on a Three Hundred (300) Point System with a possibility of Ten (10) extra points for each of the following: "Doral Based", "Miami-Dade/Broward County Based", "Certified Minority Business" or "Certified Veteran Business" the firms ranked as follows:

- | | |
|------------------------------------|-------------------|
| 1. Techafime Tennis | 295 Points |
| 2. Athletic Tennis Academy | 267 Points |
| 3. Casely Tennis Foundation | 193 Points |

WHEREAS, Staff respectfully requests the approval to award Request for Proposals #2016-38 "Instructional Tennis Programming" for Doral Legacy Park to the top ranked firm and authorize the City Manager to negotiate and enter into an agreement with

Techtafime Tennis for the provision of providing tennis lessons for all ages and abilities at Doral Legacy Park for a period of three (3) years with the option for two (2) one (1) year renewals, for a possible total of five (5) years.

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

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

Section 2. Award. The award of Request for Proposals #2016-38 to Techtafime Tennis for the provision of providing tennis lessons for all ages and abilities at Doral Legacy Park is hereby approved, subject to enter into an agreement with the City. This award, in and of itself, does not vest Techtafime Tennis or any other bidder with any contractual rights.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with Techtafime Tennis for the provision of providing tennis lessons for all ages and abilities at Doral Legacy Park for a period of three (3) years with the option for two (2) one (1) year renewals, for a total of five (5) years. 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 interests of the City. The City Manager is further authorized to negotiate with the highest ranked firm successively if an agreement can not be reached with the top ranked firm.

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

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

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Not Present at Time of The Vote
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 12 day of April, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



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