

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
MARCELO LANDAU
FOR
SPECIALIZED SPECIAL OLYMPICS INSTRUCTION**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made between **MARCELO LANDAU**, an individual (hereinafter the "Provider"), with an address of 6039 Collins Avenue, Unit 706, Miami Beach, Florida and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, having its principal office at 8401 NW 53rd Terrace Doral Florida 33166 (hereinafter the "City").

RECITALS

WHEREAS, the Provider has been working with the City's Special Olympics Team for several years, providing specialized sports training and coaching in areas such as soccer, basketball, and tennis, and is uniquely qualified to continue coaching the City's Special Olympics athletes ("Services"); and

WHEREAS, the City's prior agreements with Provider have expired, and the City desires to enter into a new agreement with Provider for the term of one (1) year, which Services will be compensated at a monthly rate of \$2,000 per month, in a total amount not to exceed \$24,000.00; and

WHEREAS, pursuant to Section 2-323(5) of the City's Code of Ordinances, contracts and expenditures for recreational instructors are exempt from the City's competitive procurement procedures.

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

1. Scope of Services/Deliverables.

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

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon proper execution by both parties and shall remain in effect through September 30, 2025, 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 In consideration of the releases and indemnities contained herein and of the Provider's Services in connection with the Services described herein, the Provider shall be paid a monthly rate of \$2,000.00 per month. In no event shall the compensation provided pursuant to this Agreement exceed \$24,000.00.
- 3.2 The City shall be responsible for the registration process and collection of all registration fees from the program participants.
- 3.3 The City shall pay the aforementioned compensation to the Provider in the form of a check. The provider shall remit monthly invoices to the City. The City shall pay the Provider in Conformity with Florida's Prompt Payment Act.
- 3.4 It is the responsibility of the Provider to pay all applicable local, state, and federal taxes associated with payments made to Provider under this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.
- 3.5 Provider shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Provider further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

4. Sub-providers.

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

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

5. **City's Responsibilities.**

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

6. **Provider's Responsibilities.**

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

6.2 If at any time during the term of this Agreement or within one year from completion or termination of this Agreement, it is determined that the Provider's deliverables are incorrect, inaccurate, defective or fail to conform with the terms and conditions of this Agreement, upon written notification by the City, the Provider shall at Provider's sole expense, immediately correct any deficiency as determined by the City.

6.3 Provider and its employees/sub-contractors give permission for any photograph, video tape, or any other form of audio-visual record of the Provider and/or its employees/sub-contractors participation in any programming or activity related to the Services to be used by the City for publicity purposes.

7. **Conflict of Interest.**

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

8. **Termination.**

8.1 The City Manager may terminate this Agreement for convenience (without cause) upon thirty (30) days written notice to the Provider.

8.2 If the City Manager determines that there is just cause to terminate this agreement, including, but not limited to, a breach of the terms and conditions of this Agreement, the Agreement may be terminated immediately upon written notice to Provider.

- 8.3 Upon receipt of the City's written notice of termination for cause, the Provider shall cease providing Services under this Agreement. In the event that the Agreement is terminated for convenience, the Provider shall not perform any additional services on the 30th day from receipt of the Notice of Termination.
- 8.4 In the event of termination by the City, the Provider shall 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 8.5.
- 8.5 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and/or electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Waiver and Release**

- 9.1 In consideration Provider being able to provide Services under this Agreement, Provider on behalf of itself, its heirs, assigns, next of kin or family (hereinafter "Releasers"), hereby knowingly and voluntarily forever waive, release, and hold the City harmless from any and all claims, suits, liability, actions, judgements, attorneys' fees, costs, and any expenses of any kind resulting from damages, injury or death, grounded in tort or otherwise, that Provider sustains during or related to Providers activities pursuant to this Agreement. Provider certifies that Provider has adequate insurance to cover any injury or damage which Provider may cause or suffer while participating in any activities related or pursuant to this Agreement, or alternatively, agrees to bear the cost of such injury or damage itself.

10. **Nondiscrimination.**

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

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

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

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

12. **Indemnification.**

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

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

13. **Notices/Authorized Representatives.**

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

For the City: Rey Valdes
 City Manager
 City of Doral, Florida

8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

For The Provider: Marcelo Landau
6039 Collins Avenue,
Unit 706
Miami Beach, FL 33140

14. **Governing Law.**

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

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

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

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

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

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

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

- 16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.4 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following service quality, attentiveness, courteousness, etc.

17. **Public Records.**

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

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

18. **No Assignability.**

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

19. **Severability.**

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

20. **Independent Contractor.**

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

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

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

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

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

22. **Compliance with Laws.**

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

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

23. **Waiver**

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

24. **Survival of Provisions**

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

25. **Prohibition of Contingency Fees.**

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

26. **Counterparts**

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

27. **Interpretation.**

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

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

28. **Discretion of City Manager.**

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

29. **Removal of Unsatisfactory Personnel.**

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

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

30. **Third Party Beneficiary**

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

31. **No Estoppel**

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

32. **E-Verify.**

32.1 The Provider must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Provider must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

32.2 The Provider shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public entity may not enter

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

33. Scrutinized Companies.

- 33.1 Provider certifies that it and its sub-providers are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Provider or its subcontractors are found to have submitted a false certification; or if the Provider, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 33.2 If this Agreement is for more than one million dollars, the Provider certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Provider, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 33.3 The Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

[SIGNATURE PAGE TO FOLLOW]

CITY OF DORAL

Attest:

Connie Diaz
Connie Diaz, City Clerk

By: Rey Valdes
Rey Valdes, City Manager

Date: 10/9/2024

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

Gastesi, Lopez & Mestre
Gastesi, Lopez & Mestre
City Attorney

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

PROVIDER

Witnesses: Nerea Recalde
Witness Signature

Nerea Recalde
Witness Print Name

Witness Signature

Witness Print Name

By: Marcelo Landau
Marcelo Landau
Date: 10/10/24

Exhibit A

Scope of Services

Section 1- Provider Responsibilities

- 1.1 The Provider will be offering specialized instruction for the Special Olympics Program, these included but not limited to Soccer, Basketball, Tennis and Softball.**
- 1.2 The Director of the Parks & Recreation Department or his/her designee, hereinafter referred to as the "Department", will agree upon class schedules. Usage of any other parks or City facilities must be approved by the Parks & Recreation Director or his/her designee.**
- 1.3 The City will determine the maximum capacity per session upon approval of the Parks & Recreation Director, or designee. It is the Department's sole discretion to set, increase or decrease maximum capacities in writing if not specified within this Agreement. The City agrees to take daily attendance of all students registered for the class.**
- 1.4 Provider must meet and have a valid certificate of liability insurance as listed in Exhibit "G"**
- 1.5 The Provider shall stipulate and certify that he/she is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of this Agreement.**
- 1.6 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to purchase the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.**
- 1.7 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 program. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider. Additionally, the Provider will not permit any other user of the City property without City approval. 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.

- 1.8 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 practice sessions for City sanctioned activities or events and agrees to notify the Provider of said cancellations in writing.**
- 1.9 The City shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.**
- 1.10 The City reserves the right to bar any of the Provider's employees, coaches, volunteers, vendors and any other third parties from performing work at all facilities for any inappropriate behavior that does not adhere to guidelines established by the City.**
- 1.11 Provider must conduct themselves in a professional manner, particularly in the presence of participants, children and parents.**
- 1.12 Although the City shall not control the instructor's techniques, methods, procedures, or sequence of instruction, the Provider will endeavor to comply with the City's and Department's policies and procedures so as not to interfere with their operation, harm or damage the equipment or facilities afforded to Provider for his/her class or to otherwise disrupt the other on-site activities being offered at such public facilities.**
- 1.13 Provider must immediately report all incidents that occur within the program to the Special Needs Coordinator as well as the Facility Manager.**
- 1.14 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 "B").

- 1.15 All cleared coaches/volunteers are required to wear an ID badge at all times which will be provided by the City of Doral. If the coach/volunteer does not have their ID badge, they will not be allowed on the field until they have it.**
- 1.16 The City shall require all participants in the program to sign a Waiver and Release of Liability located on the Registration Form, a copy of which is attached hereto as Exhibit "C".**
- 1.17 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.**
- 1.18 Provider shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the American Disabilities Act ("ADA") in the course of providing any services funded in whole or in part by the City, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.**
- 1.19 Provider's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.**
- 1.20 The Provider shall be knowledgeable, adhere to and enforce all City park rules and regulations as well as any other third-party facilities rules to ensure the safe and proper usage of such facilities.**
- 1.21 The City reserves the right to add or change practice locations as required to ensure the proper operation.**
- 1.22 The Provider shall not make any permanent or temporary alterations, improvements or additions to City Facilities, or City affiliated facilities without prior written approval from the Parks & Recreation Director or designee. If approved, the provider would be responsible for the cost of any alterations.**

- 1.23 The City shall be responsible for reasonable maintenance of City Facilities during the term and shall maintain the City Facilities in a safe, clean and neat condition.**
- 1.24 Provider shall be responsible for any maintenance or repairs resulting from damages caused by Provider or its employees, agents, guests, invitees, participants and spectators.**
- 1.25 The Provider shall not partner with a third partner to offer program services at City/Third Party Facilities without the prior written consent of the City.**
- 1.26 The City shall be responsible for the storage and maintenance of all equipment.**
- 1.27 In the event of inclement weather, City staff will have the final determination as to whether the fields are in safe and playable condition. The City of Doral will make a reasonable effort to have the fields ready for play without sacrificing the safety of City staff and participating patrons. This is to include the use of dry agents as well as alternate means used during field preparations.**
- 1.28 The City shall reserve the right to approve or reject uniforms and equipment to ensure safety and quality.**
- 1.29 All materials and equipment needed or pertaining to the above stated program will be provided by the City. All equipment provided by the City shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.**
- 1.30 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.**