



CITY OF DORAL
RECORD (MASTER) COPY
TRANSMITTAL FORM
OFFICE OF THE CITY CLERK

Transmittal From: Parks and Recreation
Department

Delivered by: Erin Sullivan, Parks and Rec Director
Name

Date of Transmittal: 5/12/2022

City Clerk's Office Date Stamp
17 MAY '22 PM 12:44

The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement
- Agreement Renewal Letter
- Work Order
- Special Magistrate Order
- Vehicle Title
- Deed
- Lease
- Other: _____

Is this to be recorded with Miami-Dade County Yes No

Is this Contract / Agreement: Capital Improvement Non-Capital Improvement

Contract / Agreement Termination Date: 5/11/2025 Renewal Date: _____

Description of Record Copy: Professional Services agreement with YMCA (summer camp)

Resolution 22-35, COI

Approved by Council: Yes No Council Meeting Date: 3/9/2022
(Provide Resolution / Ordinance attached when applicable)

Non-Council Item: _____
(Provide a brief explanation of the reason / need for the purchase, service, etc.)

Budgeted Funds: Yes No Account No.: 001.9000.347402 FY: 21-22

City Attorney's Office Use Only

Received: 5/14/22

Comments: _____

APPROVED
BY: DAO DATE: 5/16

Approved: _____

City Clerk's Office Use Only

Received: J. Cruz

Returned to originating Department for the following corrections: N/A

Tracking Log: 5/17/2022

Digital Copy: 5/17/2022

Website: 5/17/2022

AKR150
YMCA

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
YMCA of South Florida
FOR
SPECIALTY CAMP SERVICES**

THIS AGREEMENT is made between **Young Men’s Christian Association of South Florida**, a Florida corporation, (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 fee for Specialty Camp Services (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, attached hereto as **Exhibit “A”**, which is incorporated herein and made a part hereof by this reference.
- 1.2 The “Scope of Services” includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 The term of this agreement shall become effective upon execution by both parties and shall remain in effect through 3 (3) years after the execution date, 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 terms.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Provider shall be compensated in the following manner:

In consideration of and in connection with the camps, classes, programs, and activities, described herein, the Provider shall be paid 75% of each registration fee paid by a participant exclusive of the non-resident surcharge which will be retained by 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 five (5) business days after the end of each week of the camp. 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.

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 (**Exhibit "B"**) 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. **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 Service.

4.2 Any sub-providers used on the Service 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 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 Service as is ordinarily provided by a Camp Program management provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Service, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Service, upon written notification from the City Manager, the Provider shall at Provider's 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.
- 6.3 The Provider will be responsible for their own storage space and equipment.

7. **Termination.**

- 7.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.
- 7.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 7.3 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.

7.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service 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.

8. **Insurance.**

8.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by (**Exhibit "C"**). 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.

8.2 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.

9. **Nondiscrimination.**

9.1 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

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

10.1 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.

11. **Indemnification.**

- 11.1 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.
- 11.2 The provisions of this section shall survive termination of this Agreement.
- 11.3 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.

12. **Notices/Authorized Representatives.**

- 12.1 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
Acting 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: Sheryl A. Woods
President/ CEO
YMCA of South Florida
900 SE 3rd Avenue
Ft. Lauderdale, FL 33316

13. **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.

14. **Entire Agreement/Modification/Amendment.**

14.1 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.

14.2 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.

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

15.1 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.

15.2 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.

15.3 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.

16. **Non-assignability.**

16.1 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.

17. **Severability.**

17.1 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.

18. **Independent Contractor.**

18.1 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.

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

19. **Compliance with Laws.**

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

20. **Waiver**

20.1 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.

21. **Survival of Provisions**

21.1 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.

22. **Prohibition of Contingency Fees.**

22.1 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.

23. **Counterparts**

23.1 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.

24. **Removal of Unsatisfactory Personnel**

24.1 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 seven 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.

25. **Force Majeure**

25.1 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.

25.2 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.

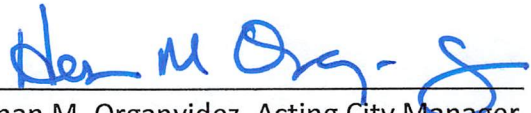
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its _____, whose representative has been duly authorized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

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

Hernan M. Organvidez, Acting City Manager

Date: 5/17/2022

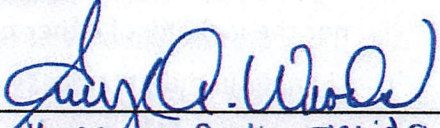
Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, ESQ.

City Attorney

PROVIDER

By: 
Its: YMCA of South Florida
Date: 5/11/22

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Exhibit "A"

Scope of Services

Section 1 - Provider Responsibilities

- 1.1 Camps, other than the Extended Care Program, may take place from 8:00am to 5:00pm, with a lunch break provided Monday through Friday. Camps can be held during seasonal breaks from Miami-Dade Public School such as summer fall, winter and spring.

The Extended Care Program is optional and not required by the Provider. If the camp Provider chooses to provide an Extended Care Program for their camp, they would be responsible for all campers participating.

Extended Care Program hours may be 7:30am to 8:00am and 5:00pm to 6:00pm for all camp days as listed above. It is up to the camp Provider to determine if they will charge the parents for the Extended Care Program.

Clinics should take place anywhere from one day to one week. These events will allow participants to improve their skill sets in a specific sport or activity.

The Provider's services shall be performed on the days and hours set forth on the Program Request Form submitted for such services set forth as **Exhibit "D"**. **Exhibit "D"** is subject to approval and changes by the Parks and Recreation Department including locations, schedules and capacities.

- 1.2 The City shall require all participants in the camp to sign a Waiver and Release of Liability, (**Exhibit "E"**) which will be completed at the time of registration prior to each session.
- 1.3 The Provider will host their camp at Doral Glades Park and will be limited to 50 campers for summer, fall, winter and spring camps. The locations and days/times and capacities of the proposed programs are subject to change at the City's discretion. 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.
- 1.4 The Provider may not subcontract any portion of the scope of services mentioned in this RFP.

- 1.5 The Provider and its instructors must be trained in the proposed camp and have the appropriate experience requirements set forth in the RFP. Experience and training should be detailed in a resume format (see Section 2.2).
- 1.6 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.
- 1.7 It will be the responsibility of the Provider to provide necessary instructors for all camps. 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.
- 1.8 The Provider shall be responsible for the conduct and safety of the students in all classes under their charge.
- 1.9 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 II screening standards. The City will furnish the Provider with instructions on how to conduct a background screening with the Florida Department of Children and Families for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will in the presence of children. The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with conducting background screenings. Additionally, the Provider must adopt and enforce a signed "code of conduct" for all coaches, staff, counselors, and volunteers. *If the Provider has recently had a background screening conducted by another agency (Ex: Florida 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 "E"**).
- 1.10 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.
- 1.11 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 this Request for Proposal (RFP). Such action(s) may result in immediate termination of

the agreement with the Provider and the forfeiture of all compensation due to the Provider.

- 1.12 The Provider and its employees shall abide by all City of Doral Parks & Recreation rules and regulations.
- 1.13 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 by the Provider or their employees.
- 1.14 The Provider shall be responsible for picking up trash generated by use of the facilities during the program. 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.
- 1.15 Provider will ensure that if campers are wearing cleats for any specific sport activities the campers will remove their cleats prior to reentering the indoor community centers.
- 1.16 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 camp.
- 1.17 The City reserves the right to modify and change the hours of programming that is proposed 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.**
- 1.18 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.
- 1.19 The proposed camp 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.
- 1.20 The proposed camp will be conducted according to the schedule determined by the City. The City will communicate the camp dates to the Provider.

- 1.21 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.
- 1.22 The Provider may not conduct any camps on City of Doral designated holidays.
- 1.23 The Provider will be required to take daily attendance of all camps. Attendance must be taken at the beginning of each camp and attendance folder must be returned to the reception desk at the end of each day.
- 1.24 Any uniform or material fee the Provider requires must be approved by the City 60 days prior to the start of camp registration.
- 1.25 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.
- 1.26 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.

Section 2 - City's Responsibilities

- 2.1 The City of Doral shall maintain the community center facility.
- 2.2 The City of Doral shall notify the Provider with any schedule changes.
- 2.3 The City of Doral will assist with the promotion of the camp by advertising through available City outlets.

The City will assist with facility set up for the camp, if needed and requested by Provider.
- 2.4 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.
- 2.5 Provider will be subject to Program Quality Assessments (**Exhibit "F"**) by the City.

Section 3 - Pricing

- 3.1 The camp price will be determined by the number of days and weeks in the given session and listed in **Exhibit "D"**.
- 3.3 The camp schedule will be subject to the discretion of the city.
- 3.4 Proposed pricing changes due to future inflation must be submitted in writing to the city and approval will be up to the City.

Section 4 - Registration & Payment

- 4.1 Camp participants will register directly with the Provider. The Provider will collect all registration fees from participants upon registering along with Waiver and Release of Liability forms (**Exhibit "E"**).
- 4.2 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.
- 4.3 The City of Doral shall be entitled to 25% of the fees paid and the Provider shall be entitled to 75% of the fees paid. The non-resident surcharge is fully payable to the City.
- 4.4 Payment is due to the City 5 business days after the conclusion of each week of camp.
- 4.5 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.
- 4.6 Provider must meet a minimum student enrollment of five (5) participants per week, 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.

EXHIBIT "B" - Payout Form

Program: _____ Days: _____ Begins: _____ Start Time: _____ (R) Fee: _____ Monthly Fee: _____	Ends: _____ End Time: _____ (NR) Fee: _____ Monthly Fee: _____	Instructor: _____ Address: _____ Facility: _____ Deposit Dates: _____
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	Last	First	Fee	Non-Res 20% Sur	25%City	75% Ins		Last	First	Fee	Non-Res 20% Sur	25%City	75% Ins
1					\$ -	\$ -	22					\$ -	\$ -
2					\$ -	\$ -	23					\$ -	\$ -
3					\$ -	\$ -	24					\$ -	\$ -
4					\$ -	\$ -	25					\$ -	\$ -
5					\$ -	\$ -	26					\$ -	\$ -
6					\$ -	\$ -	27					\$ -	\$ -
7					\$ -	\$ -	28					\$ -	\$ -
8					\$ -	\$ -	29					\$ -	\$ -
9					\$ -	\$ -	30					\$ -	\$ -
10					\$ -	\$ -	31					\$ -	\$ -
11					\$ -	\$ -	32					\$ -	\$ -
12					\$ -	\$ -	33					\$ -	\$ -
13					\$ -	\$ -	34					\$ -	\$ -
14					\$ -	\$ -	35					\$ -	\$ -
15					\$ -	\$ -	36					\$ -	\$ -
16					\$ -	\$ -	37					\$ -	\$ -
17					\$ -	\$ -	38					\$ -	\$ -
18					\$ -	\$ -	39					\$ -	\$ -
19					\$ -	\$ -	40					\$ -	\$ -
20					\$ -	\$ -	41					\$ -	\$ -
21					\$ -	\$ -	42					\$ -	\$ -
TOTALS			\$0.00	\$0.00	\$0.00	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00

Total Registered: _____
 Total Residents: _____
 Total Non-Residents: _____
 Grand Total Collected: _____

Amount to City (25%+ Non-res) \$0.00
 Amount to Instructor (75%) \$0.00

Date Submitted: _____
 Received By: _____

*** Highlighted names identify Split Payment
 ** Highlighted names identify non-resident
 * Highlighted names identify Family Discount

EXHIBIT "C"

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.

EXHIBIT "D"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Request for Proposal. All program fees are subject to military discounts of 25% per child (50% per sibling) off of the registration cost. Discount only applies to Doral residents and with proper military ID. This information will be used for consideration of program proposals. Use one form per program.

Name of Program: _____

Participant Ages: from _____ to _____

Day(s) of the week program is offered: _____

Time of Program: from _____ to _____

Program Dates: from _____ to _____

Program Fee: _____

Program Enrollment: Minimum _____ Maximum _____

Materials to be supplied by participants: _____

Materials to be supplied by Provider: _____

Materials to be supplied by the City: _____

Additional Program Requirements: _____

Point of Contact: _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____ Fax: _____

E-mail: _____

EXHIBIT "E"

CITY OF DORAL

WAIVER AND RELEASE OF LIABILITY/MEDICAL TREATMENT CONSENT

TO THE CITY OF DORAL: in consideration of the opportunity afforded to me or my minor child/ward to participate in 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 "F" - Program Provider Camp Assessment

Provider _____
 Date _____
 Session _____

Program Assessment Portion

Criteria:

Registrants - Capacity and residents	
15 points	<80% and <80% Res
12 points	<70% and <70% Res
9 points	<60% and <60% Res
6 points	<50% and <50% Res
3 point	>50% or >50% Res

Camp Survey	
15 points	90% Satisfied
12 points	85% Satisfied
9 points	80% Satisfied
6 points	75% Satisfied
0 points	70% or less Satisfied

Scores:

Total Capacity Allowed _____

Registered	% of Cap	% Resident	Points

Satisfaction Survey	
% Satisfied	
Points	

Camp Survey Points _____
 Total Points for Program Assessment Portion _____

Notes:

City:

Provider:

Provider Assessment Portion

Criteria:

Full payment and correct reports	
15 points	on time each week
10 points	late 1 or 2 of summer
5 points	consistently late

Spot Checks - Badges, Conduct, Time	
5 points	no issues
4 points	1 issue
3 points	2 issues
2 points	2 issue
1 point	3 issues or more

Scores:

	Date rec.	points
1st Month		
2nd Month		
3rd Month		

	Offenses	points
1st Month		
2nd Month		
3rd Month		

Notation of Issues _____

Standings

Criteria:

Standing for Each
Assessment

points	standing
27-30	Excellent
24-26	Good
0-23	Poor

Points received for Program Assessment	
Standing achieved for Program Assessment	

Points received for Provider Assessment	
Standing achieved for Provider Assessment	

Coordinator Signature _____

Provider Signature _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Michelle Wilson	
Brown & Brown of Florida, Inc.		PHONE (A/C, No, Ext): (305) 714-4400	FAX (A/C, No): (305) 714-4401
8825 NW 21st Terrace		E-MAIL ADDRESS: Michelle.Wilson@bbrown.com	
Doral	FL 33172	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nationwide Mutual Insurance Company	NAIC # 23787
INSURED		INSURER B: RetailFirst Insurance Company	
YMCA of South Florida		INSURER C:	
900 SE 3rd Ave Suite 210		INSURER D:	
Fort Lauderdale		INSURER E:	
FL 33316-1118		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2232835126**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		GL0000007092AT	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Corporal Punishment \$ Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA0000007090AT	03/31/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CMB0000008898AT	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0520-61182	05/19/2021	05/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Human Services Professional Liability Human Services Abuse or Molestation			GL0000007092AT	03/31/2022	03/31/2023	Each Prof. Occurrence 1,000,000 Each Abuse Conduct Lmt 1,000,000 Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Doral is listed as an additional insured on a primary non-contributory basis with respects to the general liability and auto liability. Waiver of subrogation applies in favor of the certificate holder with respects to the general liability, auto liability and workers compensation. Umbrella is follow form. All coverages are subject to the policy forms, terms and conditions within each policy.
 *Miami corporate office: 790 NW 107 Ave Miami FL 33172

CERTIFICATE HOLDER**CANCELLATION**

City of Doral 8401 NW 53rd Terrace Doral FL 33166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RESOLUTION No. 22-35

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2021-24 "CAMPS AND SPECIALTY CAMPS" TO THE TOP RANKED FIRM FOR GENERAL CAMPS, AND THE FOUR (4) TOP RANKED FIRMS FOR SPECIALTY CAMPS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE UNBEATABLES ACADEMY INC FOR THE PROVISION OF GENERAL CAMP SERVICES AND DORAL SOCCER CLUB, CRISTI'S DANCE STUDIO, THE YMCA AND SOCCER CAGE DBA JUVENTUS FOR THE PROVISION OF SPECIALTY CAMP 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") # 2021-44 on December 6, 2021 for the provision of providing Camps and Specialty Camps; and

WHEREAS, Eleven (11) people representing nine (9) firms attended the mandatory pre-bid meeting which was held on December 16, 2021. Seven (7) proposal submittals were received on January 6, 2022 with all submittals meeting the required criteria. Two (2) of the seven (7) firms provided proposals for both General Camps and Specialty Camps; and

WHEREAS, an evaluation meeting for phase I was held on January 13, 2022 where submittals received were scored and shortlisted to six (6) firms to proceed to phase II, which was held on January 26, 2022. The committee determined that based on a Three Hundred (300) Total Point System the firms ranked as follows:

General Camps

- | | |
|--------------------------------|------------|
| 1. The Unbeatables Academy Inc | 295 points |
| 2. The YMCA | 294 points |
| 3. Camps Wannado | Withdrew |

Specialty Camps

- | | |
|--------------------------------|------------|
| 1. Doral Soccer Club | 292 points |
| 2. Cristi's Dance Studio | 290 points |
| 3. The YMCA | 288 points |
| 4. Soccer Cage | 285 points |
| 5. The Unbeatables Academy Inc | 282 points |

WHEREAS, The City Manager's Office respectfully requests approval from Mayor and Members of the City Council to award RFP# 2021-24 "Camps and Specialty Camps" to the top ranked firm for General Camps and the top four (4) ranked firms for Specialty Camps and authorize the City Manager to negotiate and enter into an agreement with The Unbeatables Academy Inc for the provision of providing General Camp Services and Doral Soccer Club, Cristi's Dance Studio, The YMCA, and Soccer Cage for the provision of providing Specialty Camp Services 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 75%-80% / 25%-20% split (75%-80% Provider / 25%-20% City) with the provider handling all registrations. The revenue split will be paid by the

provider to the City and deposited into GL account 001.9000.347402 (Recreation-Camps);

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 approve the award of Request for Proposals #2020-24 to the top ranked firm for General Camps and the top four (4) ranked firms for Specialty Camps and authorize the City Manager to enter into an agreement with The Unbeatables Academy for the provision of providing General Camp Services and Doral Soccer Club, Cristi's Dance Studio, The YMCA, and Soccer Cage for the provision of providing Specialty Camp Services 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 75%-80% / 25%-20% split (75%-80% Provider / 25%-20% City). 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.

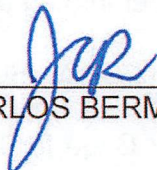
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

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

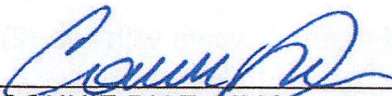
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 9 day of March, 2022.



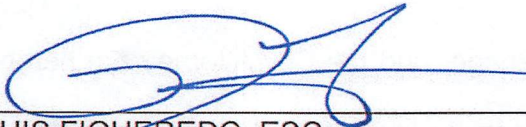
JUAN CARLOS BERMUDEZ, MAYOR

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