



Barbie Hernandez  
City Manager

April 25, 2023

Luis Sanchez  
Owner  
11251 NW 20 ST, #118  
Miami, FL 33172

Ref: Contract Renewal – Florida Karate Clubs

Dear Mr. Luis Sanchez

The City of Doral is exercising its option to renew your agreement for the provision of offering Instructional Karate Programming for a period of one year through May 4, 2024. This contract renewal will be under the same terms and conditions as the original contract.

The City of Doral 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,

Barbie Hernandez  
City Manager

**Acknowledgement:** Having received, read, and understood the terms of this notice, I, intending to bind Florida Karate Clubs, hereby execute this notice as of the date below.

  
Luis Sanchez

05/17/23  
Date



## Memorandum

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Date: April 25, 2023

To: Erin Sullivan, Parks & Recreation Director *ES*

From: Chris Hovde, Recreation Programs Coordinator

Subject: Contract Renewal – Florida Karate Clubs – Instructional Karate Programming

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Florida Karate Clubs provides instructional karate programming at Doral Glades Park. They began at Doral Legacy Park but due to the program growing and needing a larger space their program was moved to Doral Glades Park.

Florida Karate Clubs has provided excellent instructional karate programming and communicates well to participants as well as our staff. The partnership is beneficial for all parties involved, specifically for the youth in our community who have participated in this program at our parks.

It is my recommendation that the City renew its contract with Florida Karate Clubs for the first of the two one (1) year renewals of the existing agreement (attached), with the new agreement ending May 4, 2024.

### **Attachments**

Professional Services Agreement  
Notice to proceed (program began on May 4, 2021)  
Resolution No. 20-56  
Certificate of Insurance



CITY OF DORAL  
NOTICE TO PROCEED

To: Florida Karate Clubs  
11251 NW 20 St. #118  
Miami, FL 33172

Date: April 6, 2021

PROGRAM DESCRIPTION Karate Programming Management, in accordance with Contract Documents as prepared by the City of Doral.

Site Number/Name: Doral Legacy Park

Site Location: 11400 NW 82 ST, Doral FL 33178

You are hereby notified to commence all the services as outlined in the scope of work for this program as of May 4, 2021 in accordance with the executed Contract Agreement dated March 25, 2021. This agreement shall remain in effect for two (2) years from May 4, 2021 unless earlier terminated in accordance with Paragraph 8 of the signed agreement. The City shall have the option to renew this agreement for two (2) additional one (1) year terms.

City of Doral

By:

Albert P. Childress

Title:

City Manager

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledge by Luis Sanchez

This 14 day of April, 2021.

By:

Title:

President

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
FLORIDA KARATE CLUBS  
FOR  
KARATE PROGRAMMING MANAGEMENT**

**THIS AGREEMENT** is made between **ASAKA INTL, COPR D.B.A. FLORIDA KARATE CLUBS** 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 Karate Programming Management (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 on the date listed in the issuance of a written Notice to Proceed ("NTP") by the City. Provider shall not commence any services until the City issues the NTP. The agreement shall remain in effect for two (2) years from the date stated on the written NTP, 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.**

**The Provider shall be compensated in the following manner:**

**In consideration of and in connection with the classes, tournaments, 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 fourteen (14) calendar days after the end of each season. Failure to make timely payment to the City is a breach of this Agreement which may be cured by the Provider paying a \$750 late fee on payments not received within fourteen (14) days after the end of each season and an additional \$750 late fee on payments not received within thirty (30) days after the end of each season.**

**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. 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 Karate 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. 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 for any reason 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 providing the Service.**

**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 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.**

**9. Insurance.**

**9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit G. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The provider represents and warrants that it has only one employee and is therefore not required to carry worker's compensation insurance.**

**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: Albert P. Childress



**City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166**

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

**For The Provider: Luis Sanchez  
Owner  
Florida Karate Clubs  
11251 NW 20 ST, #118  
Miami, FL 33172**

**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. Non-assignability.**

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

**18. Severability.**

**18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.**

**19. Independent Contractor.**

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

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

**20. Compliance with Laws.**

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

**21. Waiver**

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

**22. Survival of Provisions**

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

**23. Prohibition of Contingency Fees.**

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

**24. Counterparts**

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

**25. Removal of Unsatisfactory Personnel**

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

**26. Force Majeure**

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

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


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

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

Attest:

  
\_\_\_\_\_  
Connie Diaz, City Clerk

CITY OF DORAL

By:   
\_\_\_\_\_  
Albert. P Childress, City Manager  
Date: April 25, 2021

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



**Exhibit A**

**Scope of Services**

**Section 1- Provider Responsibilities**

- 1.1** The Provider's services shall be performed on the days and hours set forth on the Program Request Form submitted for such services, such form set forth as Exhibit D hereto.
- 1.2** The Provider and The Director of the Parks & Recreation Department or his designee, hereinafter referred to as the "Department", will agree upon class schedules, as well as potential game and tournament schedules. ***Provider agrees to submit a Program Request Form to the Department for each class being proposed not less than four (4) weeks prior to the beginning of each session.*** All such forms shall be deemed to form a part of this Agreement. Classes and other programs should allow for setup time for back to back classes.
- 1.3** Provider must meet minimum student enrollment (5 participants) based upon the type of program as described below in Article 5.0 titled "Activity Classifications and Class Size Minimums". The City will provide the classroom or field/court space with a maximum of forty (40) participants per class. **The Provider agrees to take daily attendance of all students registered for the class.**
- 1.4** The fee charged to each participant will be described as in the Program Request Form for such class for residents of Doral and **20% more** for non-residents of Doral. **The entire balance of this surcharge for non-residents shall be paid to the City.** Provider may not charge more than the approved rate listed on Exhibit "D".
- 1.5** The Provider warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 1.6** The Provider agrees that they shall be solely responsible for all costs and /or expenses associated with, or as a result of its operation under this Agreement. The Provider shall stipulate and certify that he/she is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of this Agreement.

- 1.7 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.
- 1.8 ***Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.***
- 1.9 The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider.
- 1.10 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 Provider of said cancellations in writing.
- 1.11 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.
- 1.12 Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- 1.13 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.

- 1.14** The Provider also acknowledges that he or she is primarily responsible for the conduct of the students in all classes under his or her charge.
- 1.15** If the Provider will be providing Services directly with minor children without parental supervision, the Provider shall, prior to commencing Services under this Agreement, comply with the City's policy regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level II screening. The City will furnish the Provider with a background release form (Exhibit "B") for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will come in contact with a child at the Provider's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's employees or any individual who will come in contact with a child at the City through Provider or at Provider's direction, authorizing the City to conduct an inquiry. The result of the inquiry may be deemed acceptable by the City in its sole and complete discretion. *If the Provider has recently had a background screening conducted by another agency, the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* Provider and its employees must also execute a Waiver of Release and Liability (Exhibit "C").

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 "C"

- 1.16** 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. The Provider shall pay 25% of the gross income after each month to the City in the form of a check made payable to: *The City of Doral*. Payment to the City must be made within fourteen (14) calendar days after the end of each month. Payments which are made after fourteen (14) calendar days are considered late. 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 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.**

- 1.19 Provider will be subject to Program Quality Assessments by City (Exhibit "E").**
- 1.20 The Provider shall have the necessary capabilities to provide Virtual Programming to the community in the case that City facilities are closed for an extended period of time.**