

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
KIDS AT MUSIC, LLC DBA YOUTH ACADEMY
FOR
SPECIAL NEEDS ADULT DAY TRAINING PROGRAM**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is entered into and made between **KIDS AT MUSIC, LLC dba YOUTH ACADEMY** an active, Florida Limited Liability Company (hereinafter the “Provider”), having its principal office at 780 NW 127th Avenue, Miami, Florida, 33182 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 Parks and Recreation Department offers a variety of programming for those with special needs in the community, and said programing includes classes for music and dance, educational workshops, socials, and Special Olympics; and

WHEREAS, an adult life skills program has been requested by the City’s special needs community, as well as the City’s Special Needs Advisory Board; and

WHEREAS, an adult life skills program provides training in important life skills to special needs adults who have aged out of public school, such as cooking, social skills and interactions, money management, community inclusion, and job skills training (“Services” or “Project”); and

WHEREAS, the Provider has over thirty (30) years of experience teaching the special needs population, by providing life skills programs and after-school programs and camps within Miami-Dade Parks; and

WHEREAS, the Provider is presently in good standing with the City and has recently successfully provided a special needs summer camp in the City; and

WHEREAS, pursuant to Section 2-323(5) of the City’s Code of Ordinances, “training, academic programs, lectures, educational services, or seminars, specialized services and recreational instructors are exempt from the City’s competitive bidding procedures”; and

WHEREAS, during the October 18, 2023 Council Meeting, the City Council of the City approved Resolution No. 23-172, authorizing the City Manager to negotiate and enter into an agreement with Provider for the provision of a special needs adult day training program for period of one (1) year; and

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 the Services/Project 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 for a one (1) year term, 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 for permitting the Provider to utilize the City's facilities and operate and provide Provider's Services in connection with the services, programs, and activities, described herein, the Provider agrees to pay the City the sum of \$500.00 per month during the duration of this Agreement.
- 3.2 Payment to the City must be made 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. The City shall assess a \$250 late fee on payments not received within fourteen (14) days after the end of each month. The Provider may also be assessed an additional \$500 late fee on payments not received within thirty (30) days after the end of each month.
- 3.3 Along with the aforementioned monthly payment, the Provider shall also submit to the City 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).

- 3.4 It is the responsibility of the Provider to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.
- 3.5 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.
- 3.6 The Provider shall be responsible for collecting all fees related to the program. There shall be no other amounts collected by the Provider from program participants other than what is paid by Medicaid, and the fee set forth in Exhibit "A" for non-Medicaid participants.

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 Services.
- 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).
- 5.2 Assist the Provider in marketing the program to garner participation.
- 5.3 Evaluate the Program and the Program instructors to ensure quality of service.

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 of Doral 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 pay to the City all amounts due and owing up to the date of termination.
- 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. **Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit B". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance with 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.
- 9.3 Insurance required of the Provider shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City. Such insurance shall not diminish Provider's indemnification and obligations hereunder. The insurance policy shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City with a minimum A.M. Best rating of A-Excellent. **Except as otherwise provided herein, before any work under this Agreement is performed, and at any time upon request, Provider shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the City named as additional insured.** The Provider shall not be required to name the City as an additional insured for Workers Compensation and Professional Liability Insurance policies. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City Manager or his designee. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the City. The City reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Provider hereunder. Provider shall also require and ensure that each of its sub-Providers providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein. **ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY.**

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: Kathie Brooks
Interim 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: Laura L. Osorio
Manager
Kids at Music, LCC dba Youth Academy
648 NW 122nd Passage
Miami, FL 33182

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 C.

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.

CITY OF DORAL

Attest:

 3/14/2024

Connie Diaz, City Clerk

By: 

Kathie Brooks, Interim City Manager

Date: 3/14/2024

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

 3/13/2024

GREENSPOON MARDER, LLP
INTERIM CITY ATTORNEY

KIDS AT MUSIC, LLC DBA YOUTH ACADEMY

Witnesses:

Concepción Salcedo de Osorio
Witness Signature

CONCEPCIÓN SALCEDO DE OSORIO

Witness Print Name

Moraima Amado
Witness Signature

MORAIMA AMADO

Witness Print Name

By: Laura L. Osorio

Laura L. Osorio/Manager

Date: 2/27/2024

Exhibit "A"
Scope of Services

- A. The Program shall be run Monday through Friday between the hours of 8:00 a.m. and 2:00 p.m., for the term of one (1) year. Notwithstanding the foregoing, the City may at its sole discretion modify the hours, days, and term of the Program.
- B. The Program shall take place at Doral Glades Park, located at 7600 NW 98th Place, Doral, Florida 333178. City shall designate the location where the services will be performed.
- C. The Program participant capacity shall be thirty (30) participants. Doral residents or athletes currently in the City's Special Olympics Program shall be afforded registration priority.
- D. Participants may register for the entire Miami-Dade Public School year or on a month-to-month basis. However, private (non-Medicaid) participants shall be registered on a month-to-month basis. Provider shall not charge any participant a penalty or fee for withdrawing from the Program.
- E. The Provider shall accept as payment for participation in the program Medicaid coverage, if available. If a registrant is not covered by Medicaid, the monthly fee shall be negotiated depending on the service ratio of the participant. Provider may not charge more than the approved rate listed herein.
- F. Provider must meet a minimum student to instructor ratio for all Program events/ classes as per the Agency of Persons with Disability . Furthermore, the Provider agrees to take daily attendance of all participants registered for the Program.
- G. The City reserves the right to schedule maintenance projects at the program locations. 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.
- H. 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.
- I. The Provider shall stipulate and certify that they and their employees/subcontractors are qualified to provide the specific instruction required by this Program and has the required education and current licenses or permits necessary to perform the Services described in this Agreement and shall continue to maintain such licenses or permits during the tenure of this Agreement.

- J. This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to solicit the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.
- K. Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. *The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.*
- L. The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider. Additionally, the Provider may not sublet or otherwise rent out any City facility/amenity. The Provider may not partner with any other group or organization without the written consent of the City. Fundraisers and sponsorships must also be approved by the City prior to conducting any business.
- M. The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. *Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.* The City reserves the right to cancel a Program for City sanctioned activities or events and agrees to notify the Provider of said cancellations in writing.
- N. All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department. The Department or City may require that the Provider not be permitted to utilize specific assistants, substitutes, or additional instructors who have failed to follow the Department rules.
- O. Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- O. Although the City shall not control the Provider's techniques, methods, or procedures, 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 the Services provided herein or

to otherwise disrupt the other on-site activities being offered at such public facilities.

- P. The Provider also acknowledges that he or she is primarily responsible for the conduct of the participants in all classes under his or her charge.
- Q. 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 "D") 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.*
- R. The City shall require all participants in the programs to sign a Waiver and Release of Liability/Medical Treatment Consent located on the Registration Form, a copy of which is attached hereto as Exhibit "E".
- S. 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.
- T. The Provider agrees that it shall not make, or permit to be made, any structural changes or improvements to any City facility/amenity unless otherwise approved by the City. Any changes or improvements made upon the approval by the City shall remain as part of the facility at the end of the term of this Agreement.

Exhibit "B"
Insurance Requirements

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability, including coverage for sporting activities

Each Occurrence \$1,000,000

Policy Aggregate \$2,000,000

Personal & Advertising Injury \$1,000,000

Products & Comp. Ops **(If Applicable)** \$1,000,000

Sexual Abuse & Molestation \$1,000,000

B. Endorsements Required:

City of Doral listed as an Additional Insured

Primary Insurance Clause Endorsement

Contingent Liability

Premises and Operations Liability

Waiver of Subrogation in favor of the City

II. Business Automobile Liability

A. Limits of Liability:

Bodily Injury and Property Damage

Combined single limit \$300,000

Any Auto/Owned Autos or
Scheduled Autos Including

Hired and Non-owned Autos

Any One Accident

III. Workers Compensation (Coverage A)

Statutory limits as required - State of Florida

Employer's Liability (Coverage B)

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

Workers' Compensation insurance is required for all persons fulfilling the obligations and services defined in this Agreement, whether employed, contracted, temporary or subcontracted by the Provider.

Waiver of Subrogation in favor of the City.

III. Professional Liability/Error's & Omissions (If Applicable)

A. Limits of Liability

Each Claim:

Policy Aggregate

"Retro Date" coverage included

IV. **Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide 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 an Additional Insured status. Umbrella should include Employer's Liability.

V. **Accident Medical/Participant Legal Liability (If Applicable)** **\$25,000**

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

All above coverages must remain in force and a Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with thirty (30) days written notice of cancellation or material change from the insurer. If coverage will not be replaced within 10 days with no lapse in coverage, instructor is required to notify City directly.

All insurance will be provided by companies authorized to do business in the State of Florida. Companies must be AM Best rated no less than "A-", "Class VI" 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 the City's 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 Provider. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Provider's interests or liabilities but are merely minimum standards.

EXHIBIT "D"



**Parks and Recreation
BACKGROUND CHECK RELEASE FORM**

VOLUNTEER CONTRACTUAL EMPLOYEE

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

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

NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBER

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

CURRENT PERSONAL DATA

NAME _____

SOCIAL SECURITY NUMBER _____ DATE OF BIRTH _____

PRESENT ADDRESS _____

CITY _____ STATE _____ ZIP _____

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

SIGNATURE

DATE

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

Criminal background records/information

National Sex Offender Registry check

Credit History Check

Signature of person making this request _____ Title _____

5-13-2009

Exhibit "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 all City of Doral Parks & Recreation related activities and events at all City Facilities.

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 in any programming or activity 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): _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2023

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 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 CONTINENTAL BROKERS INC 43230016 PO BOX 1967 MADISON MS 39130	CONTACT NAME: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">PHONE (601) 898-8464</td> <td style="border: none;">FAX</td> </tr> <tr> <td style="border: none;">(A/C, No, Ext):</td> <td style="border: none;">(A/C, No):</td> </tr> </table> E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="border: none; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="border: none; text-align: center;">NAIC#</td> </tr> <tr> <td style="border: none;">INSURER A : Twin City Fire Insurance Company</td> <td style="border: none;">29459</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	PHONE (601) 898-8464	FAX	(A/C, No, Ext):	(A/C, No):	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Twin City Fire Insurance Company	29459	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
PHONE (601) 898-8464	FAX																		
(A/C, No, Ext):	(A/C, No):																		
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INSURER B :																			
INSURER C :																			
INSURER D :																			
INSURER E :																			
INSURER F :																			
INSURED KIDS AT MUSIC LLC DBA YOUTH ACADEMY 648 NW 122ND PSGE MIAMI FL 33182-2021																			

COVERAGES
CERTIFICATE NUMBER:
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		43 SBM BL0843	09/27/2023	09/27/2024	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB							EACH OCCURRENCE	
							AGGREGATE	
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$								
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					PER STATUTE	OTH-ER
		N/A					E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			43 SBM BL0843	09/27/2023	09/27/2024	Each Claim Limit	\$10,000
							Aggregate Limit	\$10,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

City of Doral
 8401 NW 53RD TER
 DORAL FL 33166

CANCELLATION

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

Susan L. Castaneda

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Progressive Insurance		NAMED INSURED KIDS AT MUSIC LLC DBA: YOUTH ACADEMY 648 NW 122ND PASSAGE MIAMI, FL 33182	
POLICY NUMBER 06146977		EFFECTIVE DATE: 05/03/2023	
CARRIER Progressive Express Insurance Company	NAIC CODE 10193		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	\$10,000 w/\$0 Ded - Named Insd & Relative
Uninsured Motorist -Nonstacked	\$10,000/\$20,000

Description of Location/Vehicles/Special Items

Scheduled autos only

2013 MERCEDES-BENZ SPRINTER 2500 WDWPE7CC3D5754808

Collision	\$1,000 Ded
Comprehensive	\$1,000 Ded
Medical Payments	\$5,000

2010 DODGE SPRINTER 2500 WCDPE8CC1A5468511

Collision	\$1,000 Ded
Comprehensive	\$1,000 Ded
Medical Payments	\$5,000

2004 CHEVROLET EXPRESS G3500 1GAHG39U341132345

Medical Payments	\$5,000
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2007 MAZDA CX-9 JM3TB28Y770103799

Medical Payments	\$5,000
------------------	---------

2016 MERCEDES-BENZ SPRINTER 8BRPE7DD8GE121666

Collision	\$1,000 Ded
Comprehensive	\$1,000 Ded
Medical Payments	\$5,000

Liability coverage may not apply to all scheduled vehicles.

RESOLUTION No. 23-172

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KIDS AT MUSIC, LLC FOR A SPECIAL NEEDS ADULT DAY TRAINING PROGRAM FOR A PERIOD OF ONE (1) YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (“City”) Parks & Recreation Department offers a variety of programming for those with special needs in the community, including classes such as music, dance, educational workshops, socials, and Special Olympics; and

WHEREAS, an adult life skills program has frequently been requested by the City’s special needs community as well as the City’s Special Needs Advisory Board; and

WHEREAS, an adult life skills program would provide training on important life skills such as cooking, social skills, money management, community inclusion, and job training, which are all important skills to learn for special needs adults who have aged out of public schools (“Special Needs Adult Day Training Program”); and

WHEREAS, Kids at Music, LLC has over 30 years of experience teaching special needs populations and provides this program as well as after-school programs and camps with Miami Dade County’s Department of Parks, Recreation and Open Spaces; and

WHEREAS, Kids at Music, LLC is in good standing with the City, and has recently successfully provided special needs summer camp services pursuant to Resolution No. 23-103; and

WHEREAS, pursuant to Section 2-323(5) of the City’s Code of Ordinances, “training, academic programs, lectures, educational services, or seminars, specialized

services and recreational instructors” are exempt from the City’s competitive bidding procedures; and

WHEREAS, the City’s Parks & Recreation Department is respectfully requesting that the City Council authorize the City Manager to enter into a one (1) year agreement with Kids at Music, LLC to provide a Special Needs Adult Day Training Program; and

WHEREAS, the Special Needs Adult Day Training Program will be at no cost to the City as participant costs are covered for those eligible through Medicaid, and Kids at Music, LLC will be responsible for handling registration and eligibility requirements.

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 authorize the City Manager to enter into an agreement with Kids at Music, LLC for a Special Needs Adult Day Training Program for a period of one (1) year in substantially the form attached hereto as Attachment “A”.

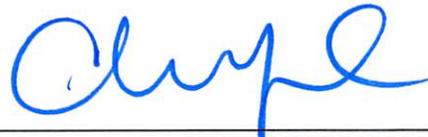
Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

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

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 18 day of October, 2023.



CHRISTI FRAGA, 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:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY