

May 10, 2022

Hernan M. Organvidez

Acting City Manager

Ms. Tatiana Knight Franchise Owner 20 Deer Run Miami Springs, FL 33166

Ref: Contract Renewal - Jazzercise INC.

Dear Ms. Knight:

The City of Doral is exercising its option to renew your agreement for the provision of offering Jazzercise Programming Services for a period of one year through May 3, 2023. This contract renewal will be under the same terms and conditions as the original contract.

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

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

Sincerely,

Hernan M. Organvidez Acting City Manager

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

Tatiana Knight, Franchise Owner

Date



### Memorandum

Date:

May 2, 2022

To:

Erin Weislow, Parks & Recreation Director

From:

Chris Hovde, Programs Coordinator

Subject:

Contract Renewal – Jazzercise INC.

Jazzercise INC. provides Instructional Jazzercise Programming Services at Doral Glades Park. Jazzercise has offered the programming to participants in our community for more than 15 years.

Jazzercise has always offered excellent Instructional Jazzercise Programming and communicates well to participants as well as our staff. Jazzercise has continued to grow in registration numbers since coming back from the pandemic while also maintaining excellent survey results and abides by the rules and regulations of Doral Parks. Jazzercise offers Jazzercise Lite to our senior community, Jazzercise for adults and has offered Junior Jazzercise for our youth. The partnership is beneficial for all parties involved, specifically for the participants in our community.

It is my recommendation that the City extend its contract with Jazzercise for the second of two (2) one (1) year renewals of the existing agreement (attached), with the new agreement ending May 3, 2022.

#### **Attachments**

Professional Services Agreement Certificate of Insurance Auto Insurance Resolution No. 20-56 Notice to Proceed form

#### CITY OF DORAL NOTICE TO PROCEED

To:

Jazzercise, Inc.

Date: April 28, 2021

20 Deer Run

Miami Springs, FL 33166

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

Site Number/Name: City of Doral Parks

Site Location:

8401 NW 53 Terrace, Doral, FL 33166

You are hereby notified to commence all the services as outlined in the scope of work for this program as of May 3, 2021 in accordance with the executed Contract Agreement dated April 28, 2021. This agreement shall remain in effect for two (2) years from May 3, 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 Tatana Chickt This 1st day of May , 2021.

By: Tatiana KNISht Jatime E. Knight

Title: Owner

## PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL

AND

JAZZERCISE, INC.

(Tatiana Knight, Jazzercise Franchisee)

**FOR** 

#### **JAZZERCISE MANAGEMENT**

**THIS AGREEMENT** is made between **Jazzercise**, **Inc.**, 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 <u>Jazzercise Management</u> (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. In an effort to not disrupt services the provider will be authorized on a temporary basis, (not to exceed on year) to provide services to the City under their current auto insurance. One (1) year after the Notice to Proceed date the provider will be required to provide a \$300,000.00 auto insurance coverage in order to continue its programming for the remaining years as outlined in the

executed agreement. Failure to provide this insurance will result in the agreement being immediately terminated.

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 Jazzercise 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. <u>Conflict of Interest</u>.

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. <u>Insurance</u>.

- 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. <u>Indemnification</u>.

- 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. <u>Notices/Authorized Representatives.</u>

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:

Tatiana Knight
Franchise Owner
Jazzercise, Inc.
20 Deer Run

Miami Springs, FL 33166

#### 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. <u>Entire Agreement/Modification/Amendment.</u>

- 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. <u>Independent Contractor.</u>

- 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.

	the parties execute this Agreement on the respec ng by and through its City Manager, attested to	
	ne and by Provider by and through its	, whose
representative has been duly au	uthorized to execute same.	
Attest:	CITY OF DORAL	
	By: Ale	len .

Connie Diaz, City Clerk

Albert. P Childress, City Manager Date: \_\_\_\_

Approved As To Form and Legal Sufficiency for the Use And Reliance of the City of Dor<del>ah</del>Only:

Luis Figueredo, ESQ. City Attorney

PROVIDER Tationa Knight

By: attacf - Y right

Its: Dunch

Date: 4-27-21

#### **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 of five (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 twenty five (25) participants per class. <u>The Provider agrees to take daily attendance</u> of all students reaistered for the class.
- The fee charged to each participant will be described as in the Program Request Form for such class for residents of Doral and <u>20% more</u> for non-residents of Doral. <u>The entire balance of this surcharge for non-residents shall be paid to the City.</u> 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 Citv'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 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.
- 1.14 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.

- 1.15 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.
- 1.16 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").

1.17 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. The City shall assess a 10% late fee on payments not received within fourteen (14) days after the end of each month. The Provider may also be assessed an additional 10% late fee on payments not received within thirty (30) days after the end of each month.

Along with payment, the Provider shall also submit their pay-out reports and a copy of the participant's registration form and attendance sheets (the City shall provide the spreadsheet template of the pay-out report and attendance sheet to the Provider).

It is the responsibility of the Provider to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

- 1.18 Provider will be subject to Program Quality Assessments by City (Exhibit "E").
- 1.19 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.



☐ VOLUNTEER

#### **EXHIBIT "B"**

# Parks and Recreation BACKGROUND CHECK RELEASE FORM

☐ EMPLOYEE

☐ CONTRACTUAL

UNDER THE CITY OF DORAL'S VOL	.UNTEER/EMPLOYMENT POLIC <sup>*</sup> AS BEEN SOLICITED BY THE CIT	CONDUCT A CRIMINAL BACKGROUND CHECK Y. I UNDERSTAND THAT SOUTHEASTERN TY OF DORAL TO CONDUCT CRIMINAL
	TED, IN MAKING A DECISION	CHECK WILL BE CONSIDERED, ALONG WITH REGARDING MY SUITABILITY AS AN
employment and volunteer applications. The background and credit history check, if appli	on 119.071(5), Florida Statutes, the Ci the purpose and need for the collection icable, on the candidate applying as an ted for any purpose other than to con-	ity of Doral collects social security numbers on its of social security numbers is to conduct a criminal employee or volunteer. The social security numbers duct a criminal background and credit history check. The City less required by court order or state law.
CURRENT PERSONAL DATA	Α	
		DATE OF BIRTH
PRESENT ADDRESS		
ату	STATE	ZIP
ASSOCIATES, AND ANYONE ACTIN	IG ON THEIR BEHALF FROM AF ED TO THE PREPARATION OF AND THE DISCLOSURE OF SU	O RELEASE THE CITY OF DORAL, ITS AFFILIATES, NY AND ALL CLAIMS OR LIABILITIES OF ANY THE INFORMATION CONTAINED IN THE CH INFORMATION FOR
SIGNATURE		

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

•				
Signature of person making this request_		Title	 	
Credit History Check				
National Sex Offender Registry chec	<b>(</b>			

5-13-2009

#### Exhibit "C"

## 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 102<sup>nd</sup> Avenue / Doral Meadow Park, 11555 NW 58<sup>th</sup> Street /

Doral Glades Park, NW 98<sup>th</sup> Place/ Doral Legacy Park, 11400 NW 82<sup>nd</sup> Street / Doral Central Park, 3000 NW 87<sup>th</sup> Avenue/

Downtown Doral Park, 8395 NW 53<sup>nd</sup> Terrace/ Doral Government Center, 8401 NW 53<sup>nd</sup> 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 form 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):	
Signature (Parent/Guardian II participant is a Millor).	

#### City of Doral Communicable Diseases Protocol

#### Release of liability and assumption of Risk Agreement

Player Name:	Date:
In returning back to the City of Doral Park facilities if you feel it is safe for you and your child(ren), you	
onditions and the return to play guidelines posted	<del>-</del>

This form must be signed prior to your first training session.

Players may not participate if any of the following conditions are present:

- No signs or symptoms of COVID-19 in the past 14 days. If a person has had a documented
  case of the COVID-19 infection, a doctor's note is needed to clear to participate in
  training sessions after the applicable period of quarantine for 14 days. If the child sick,
  he/she must stay at home.
- You must maintain normal temperature readings; temperature checks should be conducted daily prior to attending any training or athletic event. If a player has a temperature of 100.4 or above, they will be sent home and unable to participate in activity.
- Coaches and staff will ask each athlete if they are experiencing any signs or symptoms of COVID-19. If the athlete shows any signs or symptoms of infection, they will be sent home and need to contact a healthcare provider and provide a medical release form prior to returning to activity.
- Each Player is responsible for having their own infection prevention supplies to be utilized, such as (hand sanitizer, facial tissues, facial covering). Players are encouraged to wash their hands often with soap and water for at least 20 seconds before and after practice or games. If soap and water is not available, use your own hand sanitizer.
- Each player has to have their own equipment and water bottle and will not be permitted to share or come in physical contact with another player. Players must bring a water bottle or they will not be allowed to train.
- No high fives, huddling, hugging, no spitting, or coughing. Players must arrive fully dressed at the fields with a mask on which can only be taken off at the start of the practice or game.
- Parents are expected to remain in their car for the duration of practice and are not permitted on the fields or facilities.
- By participating in events and activities at the City's park facilities, I acknowledge that there are certain risks to me arising from or related to possible exposure to communicable disease including, but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS CoV2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and /or any mutation or variation thereof (collectively referred to as "Communicable Disease"). I am fully aware of the hazards associated with such Communicable Disease and knowingly and voluntarily assume full responsibility for

any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases.

I, for myself or for my minor child (ren) or ward (s), and on behalf of my / our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE CITY OF DORAL AND ITS OFFICERS, OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OTHER PARTICIPANTS, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES UPON athlete EVENTS AND ACTIVITIES TAKE PLACE (THE RELEASED PARTIES"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DIASABILITY, DEATH OR OTHER DAMAGES INCURRED DUE TO OR IN CONNECTION WITH COMMUNICABLE DISEASES, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASE PARTIES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I have read this release of liability and assumption of Risk Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily

without any inducement. X Date FOR Participant Name Age PARENTS/ GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 AT TIME OF REGISTRATION) I certify that I am the legal parent/guardian with responsibility for this participant, and that I have read the foregoing Agreement and do consent and agree to his/her release of all the Released Parties as provided above. I further agree that, for myself, my heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, I expressly release and agree to indemnify and hold harmless the Released Parties from any an all liability incident to the above Participant's involvement or participation in events or activities at the City of Doral Park Facilities as provided herein, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES, to the fullest extent permitted by law. **Phone** Parent Name **Date** 

#### 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: JR. JAZZURUSU
Participant Ages: from 5to 12_
Day(s) of the week program is offered: MONARY & WEARLS day
Time of Program: from 6:15 pm to 7 pm
Program Dates: from
Program Fee: 5 15 ONL CLASS PASS, # 38 Monthy unlime to Classe
Program Enrollment: Minimum 5 as stakabythe why haximum hore \$25 Johns Lee
Materials to be supplied by participants:
Materials to be supplied by Provider:
Materials to be supplied by the City: PA, table for PA, Stage, Rejistration +aule.
Additional Program Requirements: Request Storage Stack in closet

Communication of the Communica	
Point of Contact:	
Address:	
City/State/Zip Code:	
	. Fax:
E-mail:	



#### 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. <u>Use</u>
one form per program.
Name of Program: JAZUMISE
Participant Ages: from
Day(s) of the week program is offered: MONDAY & WEDPE DAY
Time of Program: from 1:00 pm to 8:00 pm
Program Dates: from
Program Feet 15 and Lass, \$ 42 monthy unlimited Pass, \$ Joining Fee
Program Enrollment: Minimum 5 as staked by the city Maximum Vave
Materials to be supplied by participants: Mats + Wight if they
have them.
Materials to be supplied by Provider: MATS & WEIGHT AS LENGUES
Materials to be supplied by the City: Ph. table for PA, Stage, table
be registration
Additional Program Requirements: REGUEST STORAGE SPACE FOR
Some of our materials. (Admin)

Point of Contact:		
Address:		
City/State/Zip Code:		
Phone Number:	Fax:	
E-mail:		



#### EXHIBIT "D"

#### PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form
attached to the Request for Proposel. 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. <u>Use</u>
one form per program.
Name of Program: TAZCERUSELIFE
Participant Ages: from 55 to NIN
Day(s) of the week program is offered: TVLS day & Thuks day
Time of Program: from
Program Dates: from Sessions set by the uty
Program Fee: PLIUS Set by the City
Program Enrollment: Minimum as stated by the city Maximum none
Materials to be supplied by participants: wuslt if they have them
Materials to be supplied by Provider: WUGHT OF WHORE
Materials to be supplied by the City: PA, Yable for PA, Stage Cif
Requested by not usually used ) table for Registration
Additional Program Requirements: PLANST STONGE (ST8N-IN)
admin matalials, etc.
<b>_--</b>

Point of Contact:			
Address:	<u> </u>		 
City/State/Zip C	ode:		 
Phone Number:		Fax:	
E-mail:			





## **Program Provider Quarterly Assessment**

Program Assessment Portion  Criteria:  Registrants - Capacity and residents 5 points	Provider			***************************************				
Program Assessment Portion  Criteria:  Registrants - Capacity and residents 5 points	Date							
Criteria:  Registrants - Capacity and residents 5 points	Session							
Criteria:  Registrants - Capacity and residents 5 points								
Registrants - Capacity and residents 5 points	Program	Assessm	nent Port	tion				
Spoints   <80% and <80% Res   15 points   90% Satisfied   12 points   85% Satisfied   12 points   85% Satisfied   12 points   85% Satisfied   9 points   80% Satisfied   9 points   80% Satisfied   6 points   75%Satisfied   6 points   75%Satisfied   70% or less Satisfied   70% or less Satisfie	Criteria:							
Spoints   <80% and <80% Res   15 points   90% Satisfied   12 points   85% Satisfied   12 points   85% Satisfied   9 points   85% Satisfied   9 points   80% Satisfied   6 points   75%Satisfied   6 points   75%Satisfied   70% or less Satisfied   9 points   75%Satisfied   70% or less Satisfied	Registrants.	Canacity and	d residents		interest of the second	Quarterly	urvov	
4 points			***************************************			***************************************	<del></del>	
3 points   <60% and <60% Res   2 points   <50% and <50% Res   1 point   >50% or >50% Res   2 points   <50% and <50% Res   2 points   <50% and <50% Res   2 points   <50% or >50% Res   2 points   <50% or >50% or >50% Res   2 points   <50% or less Satisfied   <50% or less S								
2 points   50% and <50% Res   6 points   75%Satisfied   0 points   70% or less Satisfied   1 points   1 p				F16. %	2 200			
1 point   >50% or >50% Res   0 points   70% or less Satisfied    Scores:  Total Capacity Allowed								
Scores:  Total Capacity Allowed								atisfied
Total Capacity Allowed								
1st Month 2nd Month 3rd Month  1st Monthly points 2nd Montly points 3rd Monthly points Quarterly Survey Total Points for Program Assesment Portion  Notes:  City:	Total Capaci	A STATE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS	% of Can	% Resident	Points	<u> </u>	Satisfaction S	urvev
2nd Month  1st Monthly points 2nd Montly points 3rd Monthly points Quarterly Survey Total Points for Program Assesment Portion  Notes:  City:  Provider:	1st Month		70 01 00p	70 Hesidelie	1 Onites			1
1st Monthly points 2nd Montly points 3rd Monthly points Quarterly Survey Total Points for Program Assesment Portion  Notes:  City:  Provider:								1
1st Monthly points 2nd Monthly points 3rd Monthly points Quarterly Survey Total Points for Program Assesment Portion  Notes:  City:  Provider:								
City:  Provider:	Notes:		Tota	al Points for Pr	2nd 3rd N Qu	Montly point Monthly point Jarterly Surve	ssy	
Provider:	reotes.							
	City:							
	Provider:						······································	
Outside the Assessment Assessment to the state								
			Overstand		-outiness i	on bookstds		

## **Provider Assessment Portion**

#### Criteria:

Full payment and correct reports					
5 points	14th of month				
3 points	End of month				
1 point	Next month				

Spot Check	ks - 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	Y 4	
3rd Month	0.3	

	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		

Exhibit "F" - Payout Form

Day											Instructor:						
Star	sion Begins: t Time: ident Fee:	Ends: End Tim Non-Re	e: sident Fee								Facility:						
											**14 business	days after end					
	Last	First	Res.	Non-Res 20% Sur	\$300 Example 2010	6City	хx	% Ins		Last	First	Res.	Non-Res 20% Sur	XX	%City	xx	% Ins
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2					\$	-	\$	-	25		drop.			\$	-	\$	-
3					\$	-	\$	i <del>-</del>	26					\$	-	\$	-
4					\$	•	\$	1	28					\$	-	\$	-
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		-Residents: IonRes. Surcharge	0.00						(	Amount to City 30%)+ 20% Surcharge mount to Ir	/ nstructor (XXº	0.00 % 0.00					
And the second s	Grand Total Co	Πετσεα	0.00								y Admin on :_ visor Signatu						
	** Highlighted r	names identify pro	o-ration		91												

#### **EXHIBIT "G"**

#### MINIMUM INSURANCE REQUIREMENTS

#### I. Commercial General Liability

Limits of Liability

**Bodily Injury & Property Damage Liability** 

Each Occurrence \$1,000,000
Policy Aggregate \$1,000,000
Personal & Advertising Injury \$1,000,000
Products & 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 & 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
Any One Accident

\$300,000

<u>Coverage / Endorsement Required</u> Employees are covered as insureds City of Doral included as an additional insured

#### III. Workers Compensation (Coverage A)

Statutory- State of Florida

Include Employers' Liability Limits (If Applicable):

\$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 con tract, 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. Accident Medical/Participant Legal Liability (If Applicable)

\$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.

#### **RESOLUTION No. 20-56**

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #2020-02 "RECREATIONAL PROGRAMS" FOR THE CITY OF DORAL PARKS TO THE TOP RANKED FIRMS, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JAZZERCISE, YMCA OF SOUTH FLORIDA, DORAL YOGA AND WELLNESS AND FLORIDA KARATE CLUBS FOR A TERM OF TWO (2) YEARS WITH THE OPTION FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS FOR A POSSIBLE TOTAL OF FOUR (4) YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On January 21, 2020, Request for Proposals #2020-02, "Recreational Programs" was advertised for the provision of providing recreational programming for youth, adults, and seniors of any and all abilities; and

WHEREAS, eleven (11) proposal submittals were received on February 18, 2020 with nine (9) proposals meeting the required criteria; and

WHEREAS, an evaluation meeting was held on March 3, 2020 where all submitted proposals were scored and ranked. The evaluation committee determined that based on an average of a Three Hundred (300) Point System. The award is limited to firms that averaged at least 250.0 points and the firms ranked as follows:

1.	Jazzercise	2// Points
2.	YMCA of South Florida	270 Points
3.	Doral Yoga and Wellness	263 Points

4. Florida Karate Clubs

WHEREAS, Staff respectfully requests the approval to award Request for Proposals #2020-02 "Recreational Programs" for City of Doral parks to the top ranked firms and authorize the City Manager to negotiate and enter into an agreement with Jazzercise, YMCA

262 Points

of South Florida, Doral Yoga and Wellness and Florida Karate Clubs for the provision of providing recreational programming for youth, adults, and seniors of any and all abilities for a period of two (2) years with the option for two (2) one (1) year renewals, for a possible total of four (4) years. The City and the awarded recreational program provider(s) will split the revenue generated from the program's registration between a range of 75/25% - 70/30% with the City being entitled to 25-30%. Registration will either be collected by the provider or the City, depending on the submitted proposal. All revenue collected will be deposited into GL Account 001.0019000.347405 (Recreation – Community Center) or Revenue Account: 001.9000.347200 (Recreation Fees) depending on the program.

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

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

<u>Section 2. Approval of Services.</u> The award of Request for Proposals #2020-02 to Jazzercise, YMCA of South Florida, Doral Yoga and Wellness and Florida Karate Clubs for the provision of providing recreational programming for youth, adults, and seniors of any and all abilities is hereby approved.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with Jazzercise, YMCA of South Florida, Doral Yoga and Wellness and Florida Karate Clubs for the provision of providing recreational programming for youth, adults, and seniors of any and all abilities for a period of two (2) years with the option for two (2) one (1) year renewals, for a total of five (4) years. The City and the awarded recreational program provider(s) will split the revenue generated

from the program's registration between a range of 75/25% - 70/30% with the City being entitled to 25-30%. Registration will either be collected by the provider or the City, depending on the submitted proposal. All revenue collected will be deposited into GL Account 001.0019000.347405 (Recreation — Community Center) or Revenue Account: 001.9000.347200 (Recreation Fees) depending on the program. The agreements are subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City. This Authorization does not create or confer any rights to Jazzercise, YMCA of South Florida, Doral Yoga and Wellness and Florida Karate Clubs or any of the other ranked firms.

<u>Section 4.</u> <u>Implementation.</u> 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.

<u>Section 5.</u> <u>Effective Date.</u> This resolution shall take effect immediately upon adoption.

Res. No. 20-56 Page 4 of 4

The foregoing Resolution was offered by Councilman Cabrera who moved its adoption.

The motion was seconded by Councilwoman Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 22 day of April, 2020.

JUAN CARLOS BERMUDEZ, MAYOF

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

KSEBIANE



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 10/11/2021

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 License # 0757776 CONTACT Kathy Sebiane Carlsbad, CA-HUB International Insurance Services Inc. PHONE (A/C, No, Ext): (760) 707-5654 FAX (A/C, No): (760) 804-0942 1525 Faraday Avenue E-MAIL ADDRESS: kathy.sebiane@hubinternational.com Suite 200 Carlsbad, CA 92008 **INSURER(S) AFFORDING COVERAGE** 18058 INSURER A: Philadelphia Indemnity Insurance Company INSURED **INSURER B:** Jazzercise, Inc. INSURER C Franchisee: Tatiana Knight, #9735 INSURER D 2460 Impala Drive Carlsbad, CA 92010-7226 INSURER E: INSURER F **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. ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) POLICY NUMBER TYPE OF INSURANCE LIMITS 1,000,000 Α X COMMERCIAL GENERAL LIABILITY **EACH OCCURRENCE** 1,000,000 CLAIMS-MADE | X | OCCUR PHPK2335635 11/1/2021 11/1/2022 DAMAGE TO RENTED PREMISES (Ea occurre X 2,500 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 3,000,000 POLICY PRO-PRODUCTS - COMP/OP AGG Included PROF LIAB OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY ANY AUTO **BODILY INJURY (Per person)** SCHEDULED AUTOS OWNED AUTOS ONLY **BODILY INJURY (Per accident)** PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY UMBRELLA LIAB OCCUR **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 300,000 Sexual Abuse & Moles PHPK2335635 11/1/2021 11/1/2022 Each Occ/Agg DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is Named as Additional Insured per attached CG 2011 0413 Location: **Doral Glades Park** 7600 NW 98 PI Doral, FI 33178 CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. NOTICE WILL BE DELIVERED IN **Proof of Insurance** ACCORDANCE WITH THE POLICY PROVISIONS. The City of Doral 8401 NW 53 Terr **AUTHORIZED REPRESENTATIVE** Doral, FI 33166

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART** 

#### **SCHEDULE**

Designation Of Premises (Part Leased To You):						
Name Of Person(s) Or Organization(s) (Additional Insured):						
Additional Premium: \$						
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

#### However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and

- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



BRENDA R KNIGHT 20 DEER RUN MIAMI SPRINGS, FL 33166 Policy Number: 956877301

Underwritten by:
Progressive Select Insurance Co
March 23, 2022
Policy Period: Mar 23, 2022 - Sep 23, 2022
Page 1 of 2

#### progressive.com

#### **Online Service**

Make payments, check billing activity, update policy information or check status of a daim.

#### 1-800-776-4737

For customer service and claims service, 24 hours a day, 7 days a week.

## Auto Insurance Coverage Summary

## This is your Declarations Page

Your coverage began on March 23, 2022 at the later of 12:01 a.m. or the effective time shown on your application. This policy period ends on September 23, 2022 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy contract is form 9611D FL (07/17). The contract is modified by forms A264 (10/18) and A261 FL (08/21).

#### **Drivers and household residents**

#### **Brenda R Knight**

Additional information: Named insured

Ray G Knight

#### **Outline of coverage**

#### 2013 HONDA CIVIC 4 DOOR SEDAN

VIN: 19XFB2F59DE025432

Garaging ZIP Code: 33166

Primary use of the vehicle: Pleasure/Personal

Annual miles: 12,000 - 13,999

Length of vehicle ownership when policy started or vehicle added: 5 years or more

Information regarding your vehicle history (prior damage or title issues) has impacted how we determine your premium.

This vehicle is currently enrolled in the Snapshot<sup>®</sup> Program.

	Limits	Deductible	Premium
Liability To Others			
Bodily Injury Liability	\$100,000 each person/\$300,000 each accident		\$176
Property Damage Liability	\$100,000 each accident		149
Personal Injury Protection/Work Loss Excluded Deductible applies to Named Insured and Spouse	\$10,000	\$1,000/person	64
Uninsured Motorist	Rejected	•••••	
Comprehensive	Actual Cash Value	\$500	15
Collision	Actual Cash Value	\$500	64
Rental Reimbursement	up to \$40 each day/maximum 30 days		7
Total 6 month policy premium			\$475.00



Policy Number: 956877301

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#### **Premium discounts**

Policy	
956877301	Paid in Full, Online Signature - First Policy Period Only, Home Owner, Online
	Quote, Continuous Insurance: Platinum and Paperless
Vehicle	
2013 HONDA	Anti-Lock Brakes, Driver and Passenger-side Airbag, Passive Anti-theft Device
CIVIC	and Snapshot Participation

#### **Policyholder inquiries**

You may call Customer Service at 1-800-776-4737 to present inquiries or obtain information about coverage, and to obtain assistance with any complaints.

#### **Agent signature**

Mark Fact.
Company officers

Secretary