



Kathie Brooks
**Interim City
Manager**

February 22, 2024

Gabriela Mujica
4640 NW 102 Avenue
#303
Doral, FL 33178

Ref: Contract Renewal – Gabriela Mujica – Instructional OM Yoga Programming

Dear Ms. Gabriela Mujica

The City of Doral is exercising its option to renew your agreement for the provision of offering Doral Yoga and Wellness Series for a period of one year through February 10, 2025. This contract renewal will be under the same terms and conditions as the original contract.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kathie Brooks".

Kathie Brooks
Interim City Manager

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

A handwritten signature in black ink, appearing to read "GM".

Gabriela Mujica

04/08/2024

Date



Memorandum

Date: February 8, 2024

To: Erin Sullivan, Parks & Recreation Director

From: Chris Hovde, Recreation Contracts Coordinator

Subject: Contract Renewal – Gabriela Mujica – Instructional OM Yoga Programming

Gabriela Mujica provides instructional yoga programming at Morgan Levy Park, Doral Glades Park, and the Cultural Arts Center. Her programs include a variety of yoga classes including Full Moon Yoga, Yoga Flow and Sound Bath and Meditation Yoga.

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

It is my recommendation that the City renew its contract with Gabriela Mujica for the first of the two one (1) year renewals of the existing agreement (attached), with the new agreement ending February 10, 2025.

Attachments

Professional Services Agreement
Resolution No. 20-56
Certificate of Insurance

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 | 277 Points |
| 2. YMCA of South Florida | 270 Points |
| 3. Doral Yoga and Wellness | 263 Points |
| 4. Florida Karate Clubs | 262 Points |

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

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:

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

Section 2. Approval of Services. 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.

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

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

The foregoing Resolution was offered by 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, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
GABRIELA MUJICA
DORAL YOGA AND WELLNESS SERIES
FOR
YOGA RECREATION PROGRAMMING**

THIS AGREEMENT is made between **GABRIELA MUJICA** (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 Yoga Recreation Management (the “Project”); and

WHEREAS, the City desires to engage the Provider to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**

1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as **Exhibit “A”**, which is incorporated herein and made a part hereof by this reference.

1.2 The “Scope of Services” includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

2.1 The term of this agreement shall become effective upon execution by both parties and shall remain in effect through two (2) years after the execution date, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this agreement for two (2) additional one (1) year terms.

2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

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 Yoga program management provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Service, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Service, upon written notification from the City Manager, the Provider shall at Provider's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Submit an operating budget for the service that provides for registration fees equal to the costs of operating the service.
- 6.3 The Provider will be responsible for their own storage space and equipment.

7. **Conflict of Interest.**

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

8. **Termination.**

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

8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.

8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

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

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

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

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

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

12. **Indemnification.**

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

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

For the City: Hernan M. Organvidez
Interim City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

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

For The Provider: Gabriela Mujica
Manager
Doral Yoga and Wellness
4640 NW 102 AVE #303
Doral, Florida 33178

14. **Governing Law.**

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

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

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

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

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

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

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

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Non-assignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

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

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

20. **Compliance with Laws.**

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

21. **Waiver**

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

of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts**

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

25. **Removal of Unsatisfactory Personnel**

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

26. **Force Majeure**

26.1 Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following

causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

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

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

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

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

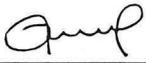
Hernan M. Organvidez, Interim City Manager
Date: 2-10-20

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



Luis Figueredo, ESQ.
City Attorney

PROVIDER

By: 
Its: OWNER
Date: 01/25/2022

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[Faint handwritten text]

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. **The Provider agrees to take daily attendance of all students registered for the class.**
- 1.4 The fee charged to each participant will be described as in the Program Request Form for such class for residents of Doral and **20% more** for non-residents of Doral. **The entire balance of this surcharge for non-residents shall be paid to the City.** Provider may not charge more than the approved rate listed on **Exhibit "D"**.
- 1.5 The Provider warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 1.6 The Provider agrees that they shall be solely responsible for all costs and /or expenses associated with, or as a result of its operation under this Agreement. The Provider shall stipulate and certify that he/she is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of this Agreement.

- 1.7 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to purchase the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.
- 1.8 ***Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.***
- 1.9 The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider.
- 1.10 The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. ***Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.*** The City reserves the right to cancel game or practice sessions for City sanctioned activities or events and agrees to notify Provider of said cancellations in writing.
- 1.11 All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department. The Department or City may require that the Provider not be permitted to utilize specific assistants, substitutes, or additional instructors who have failed to follow the Department rules.
- 1.12 Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- 1.13 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, 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.



EXHIBIT "B"

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 "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 102nd Avenue / Doral Meadow Park, 11555 NW 58th Street /
Doral Glades Park, NW 98th Place/ Doral Legacy Park, 11400 NW 82nd Street / Doral Central Park, 3000 NW 87th Avenue/
Downtown Doral Park, 8395 NW 53rd Terrace/ Doral Government Center, 8401 NW 53rd Terrace.
(Name and Address of Facility)

I, the undersigned, on behalf of myself or my child/ward named in the Registration form, do freely agree to make the following contractual representations and agreements.

I, on behalf of myself or my child/ward named in the Registration Form, acknowledge and understand that participation in the activity involves the risk of serious injury, including permanent disability and/or death and severe social and economic losses.

I, on behalf of myself or my child/ward named in the Registration Form, do hereby knowingly, freely, and voluntarily assume all liability for any damage or injury which may occur as a result of me or my child/ward's participation in such activity and will indemnify and hold harmless from any and all liability to release, waive, discharge, and covenant not to sue the City of Doral, its officers, agents, employees, and volunteers from any and all liability or claims which may be sustained by me, my minor child/ward, or a third party directly or indirectly in conjunction with, or arising out of participation in the activity described herein, whether caused in whole or in part by the negligence of the City of Doral or otherwise.

I, on behalf of myself or my child/ward named in the Registration Form, grant permission to transport the participant to and from events, activities, programs, etc. when required and hold harmless those who transport.

I, on behalf of myself or my child/ward named in the Registration Form, also agree to allow transportation of the participant to the nearest physician or hospital for medical treatment and agree for immediate first aid to injured person when deemed necessary.

PHOTO RELEASE

I give permission for any photograph, video tape, or any other form of audio visual record of myself or my child's participation with the City of Doral Parks and Recreation Department to be used by the City of Doral for publicity purposes.

I, on behalf of myself or my child/ward, have read the above provision, fully understand its terms, and understand that I, on behalf of myself or my child/ward, have given up substantial rights by signing this waiver and I acknowledge that I signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and I agree that, if any portion of this Registration Form is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Participant Name: _____
Name of Parent/Guardian: _____ Date: _____
Signature (Parent/Guardian if participant is a Minor): _____

EXHIBIT "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: HEALTHY SATURDAYS "PRENATAL WELLNESS SERIES".

Participant Ages: from 18 to 45

Day(s) of the week program is offered: 3RD OR 4TH SATURDAY OF EACH MONTH

Time of Program: from 10:45 AM TO 12:45 PM OR 1 PM_ to 3 PM

Program Dates: from August 2021 To July 2022_ (2 season OF 6 months each)

Prenatal & Wellness Module 1 (Saturday SEP 25, 2021)

-Healthy Pregnancy. Exercising in a safe way

Prenatal & Wellness Module 2 (Saturday OCT 23 , 2021)

-Nutrition

Prenatal & Wellness Module 3 (Saturday NOV 20, 2021)

- Meditation to Connect with Baby with Aromatherapy and essential oils

Prenatal & Wellness Module 4 (DIC 18, 2021) Anatomy

Prenatal & Wellness Module 5 (JAN 29, 2022)

- Breathing and visualization exercises.

Prenatal & Wellness Module 6 (FEB 26, 2022) Relax your back and open hips

SECOND SEASON MARCH- AUGUST 2022

Program Fee: \$180 (1season of 6 Sessios) or 45\$ (each session)

Program Enrollment: Minimum 5 Maximum_ 40

Materials to be supplied by participants: Yoga, mats, blocks, straps. Cushion, Doctor permission to do prenatal yoga.

Materials to be supplied by Provider: Music, Aromatherapy

Materials to be supplied by the City: chairs, Speaker, microphone in case it is needed

Point of Contact: Gabriela Mujica Address 4640 nw 102 abv #203, Doral FI, 33178

Phone Number: 786.370.8434 E-mail: doral yoga@gmail.com

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: MOM & BABY POWER TRAINING SESSIONS.

Participant Ages: from 18 to 45

Day(s) of the week program is offered: TUESDAY OR THURSDAY

Time of Program: from 9:45 AM TO 10:45 AM

Program Dates: from August 2021 To July 2022_ (3 seasons starting Sept 21, 2022)

- **Season I (Sep 21 to Dic 15, 2021)**
- **Season II (Jan 11, March 31, 2022)**
- **Season III (April 05 to June 22, 2022)**

Program Fee: \$180 (1 season of 12-13 Sessios. Once per week) or 70\$ (monthly)

Program Enrollment: Minimum 5 Maximum_ 40

Materials to be supplied by participants: Yoga, mats, blocks, straps. Cushion. Materials to be supplied by Provider: Music, Aromatherapy

Materials to be supplied by the City: chairs, Speaker, microphone in case it is needed

Point of Contact: Gabriela Mujica Address 4640 nw 102 av #203, Doral Fl, 33178
Phone#: 786.370.8434 E-mail: doralyoga@gmail.com



Program Provider Quarterly Assessment

Provider _____
 Date _____
 Session _____

Program Assessment Portion

Criteria:

| Registrants - Capacity and residents | |
|--------------------------------------|-------------------|
| 5 points | <80% and <80% Res |
| 4 points | <70% and <70% Res |
| 3 points | <60% and <60% Res |
| 2 points | <50% and <50% Res |
| 1 point | >50% or >50% Res |

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

Scores:

Total Capacity Allowed _____

| | Registered | % of Cap | % Resident | Points |
|-----------|------------|----------|------------|--------|
| 1st Month | | | | |
| 2nd Month | | | | |
| 3rd Month | | | | |

| Satisfaction Survey | |
|---------------------|--|
| % Satisfied | |
| Points | |

1st Monthly points _____
 2nd Monthly points _____
 3rd Monthly points _____
 Quarterly Survey _____
 Total Points for Program Assessment Portion _____

Notes:

City: _____

 Provider: _____

Provider Assessment Portion

Criteria:

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

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

Scores:

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

| | Offenses | points |
|-----------|----------|--------|
| 1st Month | | |
| 2nd Month | | |
| 3rd Month | | |

Notation of Issues _____

Standings

Criteria:

Standing for Each
Assessment

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

| | |
|--|--|
| Points received for Program Assessment | |
| Standing achieved for Program Assessment | |

| | |
|---|--|
| Points received for Provider Assessment | |
| Standing achieved for Provider Assessment | |

Coordinator Signature _____
 Provider Signature _____

Exhibit "F" - Payout Form

| | | | | | | | | | | | |
|--|--|--|--|-------------------|--|--|--|-------------|--|--|--|
| Program : | | | | | | | | Instructor: | | | |
| Days: | | | | | | | | | | | |
| Session Begins: | | | | Ends: | | | | | | | |
| Start Time: | | | | End Time: | | | | Facility: | | | |
| Resident Fee: | | | | Non-Resident Fee: | | | | | | | |
| <i>**14 business days after end of program</i> | | | | | | | | | | | |

| | Last | First | Res. | Non-Res 20% Sur | XX%City | XX% Ins | | Last | First | Res. | Non-Res 20% Sur | XX%City | XX% Ins |
|---------------|------|-------|------|--------------------|---------|---------|----|------|-------|------|--------------------|---------|---------|
| 1 | | | | | \$ - | \$ - | 24 | | | | | \$ - | \$ - |
| 2 | | | | | \$ - | \$ - | 25 | | | | | \$ - | \$ - |
| 3 | | | | | \$ - | \$ - | 26 | | | | | \$ - | \$ - |
| 4 | | | | | \$ - | \$ - | 28 | | | | | \$ - | \$ - |
| 5 | | | | | \$ - | \$ - | 29 | | | | | \$ - | \$ - |
| 6 | | | | | \$ - | \$ - | 31 | | | | | \$ - | \$ - |
| 7 | | | | | \$ - | \$ - | 32 | | | | | \$ - | \$ - |
| 8 | | | | | \$ - | \$ - | 33 | | | | | \$ - | \$ - |
| 9 | | | | | \$ - | \$ - | 34 | | | | | \$ - | \$ - |
| 10 | | | | | \$ - | \$ - | 35 | | | | | \$ - | \$ - |
| 11 | | | | | \$ - | \$ - | 36 | | | | | \$ - | \$ - |
| 12 | | | | | \$ - | \$ - | 37 | | | | | \$ - | \$ - |
| 13 | | | | | \$ - | \$ - | 38 | | | | | \$ - | \$ - |
| 14 | | | | | \$ - | \$ - | 39 | | | | | \$ - | \$ - |
| 15 | | | | | \$ - | \$ - | 40 | | | | | \$ - | \$ - |
| 16 | | | | | \$ - | \$ - | 41 | | | | | \$ - | \$ - |
| 17 | | | | | \$ - | \$ - | 42 | | | | | \$ - | \$ - |
| TOTALS | | | 0.00 | 0.00 | 0.00 | 0.00 | | | | \$ - | \$ - | \$ - | \$ - |

Total Registered _____

Total Collected-Residents: 0.00
 Total Collected-NonRes. Surcharge 0.00
 Grand Total Collected 0.00

Amount to City
 (30%)+ 20%
 Surcharge 0.00
Amount to Instructor (XX%) 0.00

Received by Admin on : _____
 Park Supervisor Signature: _____

**** Highlighted names identify pro-ration**

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 |

Coverage / Endorsement Required

- 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 contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

V. 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.



PO Box 3199 • Winston Salem, NC 27102-3199

GABRIELA MUJICA AURRECOECHEA
 APT 203
 4640 NW 102ND AVE
 DORAL, FL 33178

Policy Number: **2009412879** Date of Notice **03/12/2021 05:04 PM**

Named Insured:
GABRIELA MUJICA AURRECOECHEA

Policy Period:
05/05/2021 - 05/05/2022

Policy Underwritten by:
**Direct General Insurance
 Company**

24 Hour Claim Reporting: 1-800-468-3466
For Policy Information: 1-877-468-3466
www.MyNatGenPolicy.com

Your Agent:
Univista Insurance
 9763 NW 41st St Ste 103
 Doral FL 33178
 (305) 740-1110

FL PERSONAL AUTO DECLARATIONS PAGE

Renewal Effective **05/05/2021 12:01 AM**

Drivers and Household Residents

| #1 | GABRIELA MUJICA Aurrecoechea | Driver Status | License # | Lic. State | Date of Birth | Gender | Marital Status | Driver Pts | Yrs. Lic. |
|----|------------------------------|---------------|----------------|------------|---------------|--------|----------------|------------|-----------|
| | | Rated Driver | XXXXXXXXXX9440 | FL | 12/04/1972 | Female | Single | 0 | 7 |

Insured Personal Auto(s) and Schedule of Coverages

| #1 | 2019 NISS ROGUE SP | VIN: JN1BJ1CP8KW243563-8C3018 | Premium |
|----|----------------------------|---|-------------------|
| | Usage: Pleasure/Commuter | | |
| | Garaging Location: 33178 | | |
| | Loss Payee | Address | |
| | Nissan- Infiniti Lt | PO Box 254648, Sacramento, CA 95865 | |
| | Additional Insured | Address | |
| | Nissan- Infiniti Lt | PO Box 254648, Sacramento, CA 95865 | |
| | Coverages Provided | Limits/Deductibles | |
| | Bodily Injury | \$100,000 Each Person / \$300,000 Each Accident | \$370.00 |
| | Property Damage | \$50,000 Each Accident | \$161.00 |
| | Personal Injury Protection | \$10,000 , \$1,000 Deductible Per Occurrence - Named Insured and Resident Relatives, Exclusion of Work Loss Benefit - Named Insured and Resident Relatives | \$252.00 |
| | Other Than Collision | \$500 Deductible | \$111.00 |
| | Collision | \$500 Deductible | \$494.00 |
| | | Total For This Vehicle | \$1,388.00 |

Premium and Fee Totals

| | |
|--------------------------------------|-------------------|
| Combined Vehicle Coverage Premium | \$1,388.00 |
| Installment Underwriting Fee | \$10.00 |
| Policy Fee | \$25.00 |
| Total 12 Month Policy Premium | \$1,423.00 |

Discounts Applied

Policy Level

Accident Free Claims Free
 AutoPay
 Credit Zip Match Discount
 In Agency Discount
 Paperless Discount

Vehicle Level

#1 Airbag Discount
 #1 Anti-lock Brakes Discount
 #1 Anti-theft Discount

Important Notice

Online Policy Documents: Your policy form and coverage endorsements may be viewed by going to our website: www.MyNatGenPolicy.com. Click on the Policy Documents link at the top and enter your Policy Number and Last Name.

Additional Policy Information

Insured email: gabymujica@hotmail.com

Disclosure of Possible Additional Charges

The amounts below are authorized for use in this state. However, they are only charged if they apply to your policy.

| | |
|----------------------------|---------|
| FR Filing Charge | \$25.00 |
| Late Charge | \$10.00 |
| Nonsufficient Funds Charge | \$15.00 |
| Reinstatement Charge | \$10.00 |

Forms and Endorsements

| Form | Edition | Form Name |
|-------|----------|--|
| 12447 | 07012019 | BROADENED COVERAGE FOR DAMAGE TO YOUR AUTO - FLORIDA |
| 12448 | 07012019 | PERSONAL INJURY PROTECTION COVERAGE - FLORIDA |
| 12352 | 07012019 | FLORIDA PERSONAL AUTO POLICY |



Authorized Signature

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 | 277 Points |
| 2. YMCA of South Florida | 270 Points |
| 3. Doral Yoga and Wellness | 263 Points |
| 4. Florida Karate Clubs | 262 Points |

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

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:

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

Section 2. Approval of Services. 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.

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

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

The foregoing Resolution was offered by 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, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY