

Edward Rojas

City Manager

October 4, 2018

Dora Farfan 8001 Lake Drive Apt 201 Miami, FL 33166

Ref: Renewal of Contract - Senior Art Program

Dear Mrs. Farfan:

Please allow this letter to serve notice that the City is exercising its option to renew the agreement with Dora Farfan for the provision of the Senior Art Program (the "Agreement") for a period of one year through September 30, 2019 (the "Renewal Term"). The terms of the Agreement will continue in full force and effect through the Renewal term,

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.

On behalf of the City, please accept my sincerest gratitude for the services you have provided the City. 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. If you have any questions, please do not hesitate to contact me.

Sincerely

Edward Rojas City Manager

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

Dora Farfan

Date

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL AND Dora Farfan FOR Senior Art Classes

THIS AGREEMENT is made between Dora Farfan, (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>Senior Art Classes</u> (the "Service"); 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. <u>Scope of Services/Deliverables.</u>

- 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 Service Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2018, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this Agreement for one (1) additional one (1) year period once the initial term of this Agreement has expired. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Provider.
- 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 Service Schedule, unless extended by the City Manager.

3. Compensation and Payment.

The Provider 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 Provider shall be paid an hourly rate of no more than \$40/hr.

The City will be responsible for the registration process and collection of all registration fees from the participants. The City will pay in the form of a check. Payment from the City will be made at the conclusion of each session.

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 Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Service.
- 4.2 Any sub-consultants used for the Service must have the prior written approval of the City Manager or his designee.

5. <u>City's Responsibilities.</u>

- 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).

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 professional camp 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.

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 Consultant, or immediately with cause, with cause defined as an alleged violation of the Federal, State, County, or City law, as determined by the City Manager in his/her sole discretion, or such action which may detrimentally affect the health, safety, and welfare of the community, as determined by the City Manager in his/her sole discretion.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop all 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 Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit B**. The insurance carrier shall be qualified to do business in the

- State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance 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:

Edward A. Rojas

City Manager

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

With a Copy to:

Daniel A Espino, Esq.

City Attorney

Weiss Serota Helfman

Weiss, Serota, Helfman, Cole, & Bierman, PL 2525 Ponce De Leon Boulevard, 7th Floor

Coral Gables, FL 33134

For The Provider:

Dora Farfan

8001 Lake Drive Apt 201

Miami, 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. 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 Pursuant to Section 119.0701, Florida Statutes, Provider shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statute, or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.4 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. Nonassignability.

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. <u>Severability</u>.

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.

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.

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.

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.

CITY OF DORAL

(June +

Connie Diaz, City

Edward A. Rojas, City Manager

Date: 1.22.19

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

Weiss, Serota, Helfman, Cole, & Bierman, PL

City Attorney

PROVIDER

By: __

Date:

18/13

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Exhibit A

SCOPE OF SERVICES

- A. The Provider shall provide art classes for seniors only. 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 "C" is subject to approval by the Parks & Recreation Department.
- B. The City shall designate the location where the services will be performed.
- C. The Provider and the Director of the Parks & Recreation Department or his/her designee, hereinafter referred to as the "Department", will agree upon class schedules. Provider agrees to submit a Program Request Form to the Department for all classes no less than four (4) weeks prior to the beginning of each session/season. All such forms shall be deemed to form a part of this Agreement.
- D. Provider must meet minimum participant enrollment (5 participants). The Provider agrees to take daily attendance of all participants registered for the class.
- E. The fee charged to each participant will be set by the City. Provider will not be entitled to fees collected.
- F. 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.
- G. 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.
- H. This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to solicit the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.

- I. Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. <u>The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.</u>
- J. The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider. Additionally, the Provider may not sublet or otherwise rent out any City facility/amenity. The Provider may not partner with any other group or organization without the written consent of the City. Fundraisers and sponsorships must also be approved by the City prior to conducting any business.
- K. The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. <u>Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.</u> The City reserves the right to cancel game or practice sessions for City sanctioned activities or events and agrees to notify the Provider of said cancellations in writing.
- L. 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.
- M. Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- N. 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.

- O. The Provider also acknowledges that he or she is primarily responsible for the conduct of the participants in all classes under his or her charge.
- Ρ. If the Provider will be providing Services directly with minor children without parental supervision, the Provider shall, prior to commencing Services under this Agreement, comply with state laws regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level I screening standards. The City will furnish the Provider with a background release form (Exhibit "E") for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will be in the presence of a child. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's employees or any individual who will come in contact with a child at the City through Provider or at Provider's direction, authorizing the City to conduct an inquiry. The result of the inquiry may be deemed acceptable by the City in its sole and complete discretion. The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with conducting background screenings. If the Provider has recently had a background screening conducted by another agency (Ex: Department of Children & Families), the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening. Provider and its employees must also execute a Waiver of Release and Liability (Exhibit "D").
- Q. 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 "D"**
- R. The Provider agrees that it shall not discriminate against any person because of their race, color, religion, gender, national origin, physical ability or sexual orientation and agrees to abide by all Federal and State laws regarding nondiscrimination.
- S. The Provider agrees that it shall not make, or permit to be made, and structural changes or improvements to any City facility/amenity unless otherwise approved by the City. Any changes or improvements made upon the approval by the City shall remain as part of the facility at the end of the term of this Agreement.

EXHIBIT B

INSURANCE REQUIREMENTS - AGREEMENTS FOR OUTSIDE INSTRUCTORS

I. Commercial General Liability

A. 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 & Comp. Ops (if Applicable) \$1,000,000
Sexual Abuse & Molestation \$100,000

B. Endorsements Required:

City of Doral listed as an Additional Insured 8401 NW 53rd Terrace, Doral, FL 33166

Contingent Liability
Premises and Operations Liability

II. Workers Compensation (Coverage A)

Statutory limits as required - State of Florida

Employer's Liability (Coverage B)

\$100,000 for bodily injury caused by an accident, each accident \$100,000 for bodily injury caused by disease, each employee \$500,000 for bodily injury caused by disease, policy limit

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

A. Limits of Liability

Each Claim \$250,000 Policy Aggregate \$250,000

"Retro Date" coverage included

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 written notice of cancellation or material change from the insurer in accordance to policy provisions. If coverage will not be replaced within 10 days with no lapse in coverage, instructor is required to notify City directly.

All insurance will be provided by companies authorized to do business in the State of Florida. Companies must be AM Best rated no less than "A-", "Class VI".

Requirements herein are minimums. Coverages, limits, policies and certificates of insurance are subject to review, verification, and amendment by Risk Management.

EXHIBIT C

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Request for Proposal. All program fees are subject to military discounts of 25% per child (50% per sibling) off of the registration cost. Discount only applies to Doral residents and with proper military ID. This information will be used for consideration of program proposals. Use one form per program. Name of Program: Participant Ages: from _______to_____ Day(s) of the week program is offered: Time of Program: from ______to______to_____ Program Dates: from _______ to _____ Program Fee: _____ Program Enrollment: Minimum _____ Maximum____ Materials to be supplied by participants: Materials to be supplied by Provider: Materials to be supplied by the City: Additional Program Requirements:

Point of Contact:

Address:		
City/State/Zip Code:		
Phone Number:	Fax:	
E-mail.		



Exhibit D

Participant Name:	Program:
Session/Age Group:	Registration Date:
CITY O	F DORAL
WAIVER AND RELEASE OF LIABILI	TY/MEDICAL TREATMENT CONSENT
activity described in the Registration Form at: Morgan Levy Park, 5300 NW 102 nd Avenue A Doral Central Park 3000 NW 87 th Avenue	y afforded to me or my minor child/ward to participate in the / Doral Meadow Park, 11555 NW 58th Street & / Doral Legacy Park 11400 NW 82nd Street
(Name and Ad	dress of Facility)
I, the undersigned, on behalf of myself or my child/ward nat contractual representations and agreements.	ned above on this form, do freely agree to make the following
I, on behalf of myself or my child/ward named above on thi activity involves the risk of serious injury, including perma losses.	s form, acknowledge and understand that participation in the nent disability and or death and severe social and economic
liability for any damage or injury which may occur as a rest will indemnify and hold harmless form any and all liability to of Doral, its officers, agents, employees, and volunteers from my minor child/ward, or a third party directly or indirectly in described herein, whether caused in whole or in part by the l, on behalf of myself or my child/ward named above on the	is form, grant permission to transport the participant to and
from events, activities, programs, etc. when required and h	old harmless those who transport. s form, also agree to allow transportation of the participant to
the nearest physician or hospital for medical treatment and necessary.	agree for immediate first aid to injured person when deemed
I give permission for any phategraph, video tape, or any oth participation with the city of Doral Parks and Recreation Depurposes.	ner form of audio visual record of myself or my child's
I, on behalf of myself or my child/ward, have read the about, on behalf of myself or my child/ward, have given up sub I signed it freely and without any inducement or assu	we provision, fully understand its terms, and understand that stantial rights by signing this waiver and I acknowledge that rance of any nature and intend it to be a complete and extent allowed by law and I agree that, if any portion of this chatanding, shall continue in full force and effect.
Name of Parent/Guardian:	Date:
Signature (Parent/Guardian if participant is a Minor):	



EXHIBIT "E"

Parks and Recreation

BACKGROUND CHECK RELEASE FORM

	☐ VOLUNTEER	☐ CONTRACTUAL	☐ EMPLOYEE
UNDER THE CITY OF DO	RAL'S VOLUNTEER/EMPL S, INC., HAS BEEN SOLIC	LOYMENT POLICY. I UNDER CITED BY THE CITY OF DORA	A CRIMINAL BACKGROUND CHECK STAND THAT SOUTHEASTERN AL TO CONDUCT CRIMINAL
	N SUBMITTED, IN MAKI	NG A DECISION REGARDING	LL BE CONSIDERED, ALONG WITH G MY SUITABILITY AS AN
employment and volunteer appl background and credit history c collected by the City of Doral w	nt with Section 119.071(5), Floi ications. The purpose and ne heck, if applicable, on the can will not be used for any purpo	orida Statutes, the City of Doral co eed for the collection of social secun didate applying as an employee or v	illects social security numbers on its rity numbers is to conduct a criminal volunteer. The social security numbers background and credit history check. The City court order or state law.
CURRENT PERSONA			
	ER		OF BIRTH
RESENT ADDRESS			
YTI:	STATE _		ZIP
ASSOCIATES, AND ANYO NATURE ARISING FROM (NE ACTING ON THEIR I OR RELATED TO THE PR O REPORT AND THE DIS	BEHALF FROM ANY AND ALI	HE CITY OF DORAL, ITS AFFILIATES, L CLAIMS OR LIABILITIES OF ANY MATION CONTAINED IN THE IATION FOR
SIGNATURE		DATE	
Office Use Only: The al		on is to be used to conduct the	following background screening:

☐ Credit History Check				•
Signature of person making this request		Title	•	•
	· ·	•	•	

5-13-2009