



Memorandum

Date: April 30, 2015

To: Barbara Hernandez, Parks & Recreation Director

From: Steven Diaz, Recreation Programs Coordinator 

Subject: Contract Renewal – Cristi's Dance Studio

The City of Doral and Cristi's Dance Studio have been partners since 2007. Since signing the agreement with the City (attached), the Cristi's Dance Studio has abided by its contractual guidelines without fault. Cristi's Dance Studio pays the City 20% of its revenue on a monthly basis to cover the costs of facility usage.

The program caters to male and female participants from ages 3 to 9 and has consistently offered high quality programming to over 20 participants each session. Sessions run 8-10 weeks per season annually but do not take place during the summer. During the 2014-2015 fiscal year, Cristi's Dance Studio has brought in approximately \$6,359. Surveys that were conducted during the closing weeks by the City reported over a 95% satisfaction rate among participants. Surveys and summary report sheet are attached.

The owner, Ms. Cristina Bolt, has done an excellent job in working with staff to provide the best service possible. She communicates regularly and is a pleasure to work with.

It is my recommendation that the City renew its contract with Cristi's Dance Studio for an additional one year beginning April 2015. Ms. Bolt is an exceptional example to our community and this one-year renewal would only continue that trend.



Edward A. Rojas
City Manager

April 30, 2015

Cristina Bolt
Owner
13140 SW 21 Street
Miami FL 33175

Ref: Renewal of Contract – Cristi's Dance Studio

Dear Ms. Bolt:

The City of Doral would like to exercise the option to renew your agreement for a period of one year through April of 2016. This contract renewal will be under all the same terms and prices as the original contract.

If you choose to accept this agreement, kindly sign and return this letter at your earliest convenience.

The City wishes to thank you for the services you have provided. 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 question please do not hesitate to contact me.

Sincerely,

Edward A. Rojas
City Manager

Foregoing terms read, understood and agreed upon by:

Cristi's Dance Studio

Cristina Bolt, Owner

Date:

10-20-15

SURVEY REPORT

City of Doral Parks & Recreation Department																																																								
Recreation Comment Card																																																								
TELL US ABOUT YOUR EXPERIENCE!																																																								
RATING SCALE	1	2	3	4	5																																																			
	Poor	Not Good	Satisfactory	Good	Excellent																																																			
						Program:	Cristi's Dance (100% Satisfaction)																																																	
SCORE SUMMARY						Date Submitted: 10/13/2015																																																		
OVERALL SATISFACTION						*How did you hear about our program?																																																		
	1	Resp.	2	Resp.	3	Resp.	4	Resp.	5	Resp.	TOT																																													
	0%	0	0%	0	0%	0	9%	1	91%	10	11																																													
Programs/Activities																																																								
Instructor Knowledge	0%	0	0%	0	0%	0	9%	1	91%	10	11																																													
Program Affordability	0%	0	0%	0	0%	0	27%	3	73%	8	11																																													
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Duaration of Class	0%	0	0%	0	0%	0	18%	2	82%	9	11																																													
Registration Process	0%	0	0%	0	0%	0	27%	3	73%	8	11																																													
Cleanliness of Facility	0%	0	0%	0	0%	0	36%	4	64%	7	11																																													
Multi-Purpose Room Capacity	0%	0	0%	0	0%	0	18%	2	82%	9	11																																													
Customer Service	0%	0	0%	0	0%	0	18%	2	82%	9	11																																													
Program Variety Offered	0%	0	0%	0	0%	0	18%	2	82%	9	11																																													
TOTAL	0%	0	0%	0	0%	0	21%	23	79%	87	110																																													
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**What additional programs, activities, and sports are of interest to you or any additional comments? _____																																																								



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal From: Parks & Recreation
Department

Delivered by: Ashley Barcena
Name

Date of Transmittal: May 8, 2014

City Clerk's Date Stamp
05-12-14 10:02 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> Vehicle Title |
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Special Magistrate Order |
| <input type="checkbox"/> Lease | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Deed | _____ |
| <input type="checkbox"/> Bond Documentation | _____ |

Is this record (master) copy to be recorded with the County Clerk? Yes No

Is this contract/ agreement: Capital Improvement Non Capital Improvement

Description of Record Copy: Professional Services Agreement Between The City of Doral and Cristi's Dance Studio.

Approved by Council: Yes No Council Meeting date: March 12, 2014

Office of the City Clerk Administrative Use Only

Received by: Barbara Herrera
Reviewed for completion by: Barbara Herrera
Returned to originating Department for the following corrections on: N/A (Date)

Digital archive: 5/12/14 (Date) Hard copy archive: 5/12/14 (Date)

Tracking Log: 5/12/14 (Date) Website: 5/12/14 (Date)

Copy provided in electronic format to originating Department on 5/12/14 (Date)

Originals returned on N/A (Date)

RESOLUTION No. 14-43

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING AN AGREEMENT WITH CRISTI'S DANCE STUDIO FOR THE PROVISION OF BALLET PROGRAMMING FOR THE CITY OF DORAL PARKS AND RECREATION DEPARTMENT FOR A PERIOD OF ONE (1) YEAR WITH TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER FISCAL YEAR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to RFP #2013-33 titled "Ballet Services," the City of Doral received one (1) response by the January 15, 2014 at 11:00 a.m. deadline; and

WHEREAS, the sole response submitted by Cristi's Dance Studio was deemed to be a responsible proposer scoring an average of 94.7 out of a possible 100 points; and

WHEREAS, Staff respectfully requests that the City Council approve an agreement for the provision of ballet programming services for the City of Doral Parks and Recreation Department for a period of one (1) year with two (2) additional one (1) year renewals, in the amount of \$25,000.00 per year (the "Agreement").

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

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Approval. The Agreement between the City and Cristi's Dance Studio for the provision of ballet programming services for the City of Doral Parks and Recreation Department, a copy of which is attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to

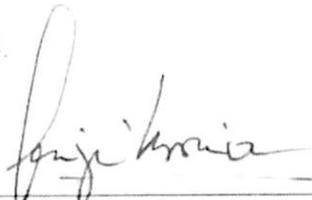
execute the Agreement and expend budgeted funds on behalf of the City.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor Fraga who moved its adoption. The motion was seconded by Councilmember Rodriguez Aguilera and upon being put to a vote, the vote was as follows:

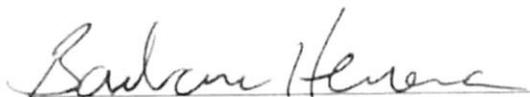
Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 12th day of March, 2014.



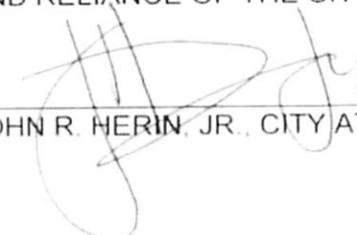
LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



JOHN R. HERIN, JR., CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND THE
Cristi's Dance Studio
(Provider name)**

THIS AGREEMENT is made between Cristi's Dance Studio, 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 Ballet Classes (the "Services"); 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 the Services to the City as set forth in the Scope of Services as specified in Exhibit "A," attached to this Agreement and incorporated herein by this reference.

2. **Term/Commencement Date.**
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through March 2015, 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 periods, 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 the Services within the timeframes set forth in the Scope of Services, unless extended by the City Manager.
 - 2.3 After a two (2) month trial period, the class will be evaluated by the Department, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, class enrollment should fall below the required minimum, the Provider will be allotted four (4) weeks to bring enrollment up to the required minimum. The class will be reevaluated and execution or termination of the contract will be determined by the Department.

3. **Compensation and Payment.**

3.1 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 30% of the fees paid by participants and the Provider shall be entitled to the remaining 70% 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 City agrees to collect all fees from participants, and the provider agrees to provide City with a schedule of fees to be charged to participants (**Exhibit "A" Section 1.1.2**). It is agreed that the City's sole obligation shall be to collect the fees from the participants and to remit the 70% of the fees collected to the provider with a pay-out report of all monies collected. Payment will be made to the provider within ten to fourteen (10-14) business days of the end of each month or session or program, whichever occurs first.

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

3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subprovider.**

4.1 The Provider shall be responsible for all payments to any subprovider and shall maintain responsibility for all work related to the Services.

4.2 Any subprovider used 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).

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional ballet provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Providers 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 with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager without cause 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 work on the Services.
- 8.3 In the event of termination by the City, the Provider shall be paid for all Services provided through the date of termination, subject to Provider first complying 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 Services 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 "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: Joe Carollo, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Weiss, Serota, Helfman,
Pastoriza, Cole and Boniske
City Attorney

Daniel A. Espino
2525 Ponce de Leon Blvd., 7th Floor
Carol Goble, FL 33134

For The Provider: Cristi's Dance Studio
13140 SW 21 St.
Miami FL 33175

14. **Governing Law.**

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

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

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

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

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

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

16.2 The City Manager or 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, or members of the public to any Records pertaining to Services 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. **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.

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 Services.

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.

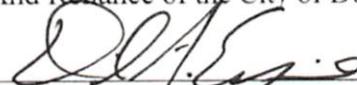
Attest:


Barbara Herrera, City Clerk

CITY OF DORAL

By: 
Joe Carallo, City Manager
Date: Jose Olivo

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


Weiss, Serota, Helfman, Pastoriza, Cole and Boniske
City Attorney

PROVIDER

By: Cristina Bolt
Its: C Bolt
Date: 4-29-14

EXHIBIT "A"

ARTICLE 1.0 SCOPE OF SERVICES

1.1 Providers Responsibility

- 1.1.1 The Provider will provide patrons of the City of Doral with excellent customer service and a positive ballet experience. Patrons must be treated courteously and respectfully. The Proposer shall be patient and polite when dealing with patrons regardless of the circumstances.
- 1.1.2 The Provider must submit a schedule of ballet programs and fees at specified deadlines as set by the Parks & Recreation Director of his/her designee.
- 1.1.3 The City shall require all participants in the programs to sign a Waiver and Release of Liability, which will be completed at the time of registration.
- 1.1.4 The ballet program will be located at Morgan Levy Park Community Center. Classes will only be available at the times and days set forth in the RFP. Any other use of the rooms outside of these set class times must be submitted via written request at least three (3) weeks in advance to be considered. There will be no guarantee the request will be accommodated.
- 1.1.5 The Provider may not subcontract any portion of the scope of services mentioned in this RFP.
- 1.1.6 The Provider and its instructors must be trained in ballet and have the appropriate experience requirements set forth in the RFP.
- 1.1.7 It will be the responsibility of the Provider to supply necessary instructors for all ballet classes. The Provider shall also provide necessary personnel to ensure that the participants of the program obey all City of Doral Parks & Recreation rules and regulations.
- 1.1.8 The Provider shall be responsible for the conduct of the students in all classes under their charge.
- 1.1.9 If selected, the Provider, its instructors, or anyone employed by the Provider, shall complete a national background history check with the City of Doral. The Provider shall be responsible to pay for the cost of any background check(s).
- 1.1.10 No signs, advertising materials, posters, or other such material shall be posted on City of Doral property without written permission from the Director of Parks and Recreation or designee.

- 1.1.11 All signs, advertising materials, posters, or other such material must be approved by the Director of Parks and Recreation or his/her designee, prior to their release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2- Handbills.
- 1.1.12 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 this Request for Proposal (RFP). Such action(s) may result in immediate termination of the agreement with the Provider and the forfeiture of all compensation due to the Provider.
- 1.1.13 The Provider shall abide by all City of Doral Parks & Recreation rules and regulations.
- 1.1.14 The Provider shall be responsible for notifying the City of Doral of any maintenance related concerns of the community center facility.
- 1.1.15 The Provider shall be responsible for picking up trash generated by use of the facilities during lessons. The Provider shall be responsible for facility inspection prior to use to ensure no safety issues are present, and if there is, take appropriate action to eliminate injuries to participants.
- 1.1.16 The Provider will be responsible for providing all necessary supplies that are needed as part of the program being organized. The City will not be responsible for purchasing any needed equipment for the program.
- 1.1.17 The Provider will be responsible for the storing of all equipment necessary to provide ballet classes. Storage space at Morgan Levy Park, if available, will be at the City's discretion and only if requested by the proposer. Available storage space at Morgan Levy Park is limited and requests may not be able to be accommodated.
- 1.1.18 Any supplies or equipment left at the facility will be the responsibility of the Provider. The City of Doral will not be responsible for any lost, stolen, or broken equipment and supplies left in the storage area or anywhere else in the facility.
- 1.1.19 The Community Center is located at Morgan Levy Park, 5300 NW 102nd Avenue, Doral, FL 33178. The following table shows the hours of operation of the facility:

Morgan Levy Park Community Center Hours of Operation	
Monday- Friday	9:00AM-9:00PM
Saturdays	9:00 AM- 4:00PM
Sundays	CLOSED

The Provider may only offer ballet programming at Morgan Levy Park Community Center during the following days and times detailed in the table below. All classes will be held in Multi-purpose room 1 & 2. Other days may be (or become) available depending on offered programming.

Ballet Programming days/times available at Morgan Levy Park Community Center	
Tuesdays	4:30PM- 6:45PM
Thursdays	4:30PM- 6:45PM

- 1.1.20 The City reserves the right to modify and change the hours of ballet programming that is proposed by the Provider to ensure it does not conflict with the operation of the facility or other City activities scheduled.
- 1.1.21 The Provider must offer a ballet program that serves the youth population (ages can range from 3- 17 years old). The Provider may propose classes for other age groups as long as the classes fall within the set days & times in the RFP. Maximum capacity per class is 20 participants.
- 1.1.22 The Ballet program shall further be broken up into levels of difficulty (i.e. beginner, intermediate, advanced). Provider may propose different ballet categories as long as all age groups and services mentioned above have been included. The City reserves the right to request that the Provider offer additional ballet services.
- 1.1.23 The Provider must keep a 10:1 student to instructor ratio at all times for all classes.
- 1.1.24 The Provider may not offer Pointe level ballet classes as the facility is not equipped to handle such shoes.
- 1.1.25 The Ballet program will be conducted according to the session schedule determined by The City. The City will communicate the session dates to The Provider. The sessions range from 6- 9 weeks depending on the season.
- 1.1.26 The Provider may be able to participate in other city organized programs and events. Participation in these programs and events is solely at the city's discretion.
- 1.1.27 The Provider may not conduct any classes on City of Doral designated holidays.
- 1.1.28 The Provider will be required to take daily attendance of all classes. Attendance must be taken at the beginning of each class and attendance folder must be returned to the reception desk at the end of each day.

1.1.29 Any uniform fee the Provider requires must be approved prior to classes by the City of Doral.

1.2 City Responsibility

1.2.1 The City of Doral shall maintain the community center facility.

1.2.2 The City of Doral shall provide the instructor with an updated class roster prior to the start of each session.

1.3 Pricing

1.3.1 Class pricing will not exceed \$10 per class, as submitted in the RFP Proposal, in an amount not to exceed \$25,000.00.

1.3.2 The session price will be determined by the length of each session (as described above in section 1.1.25).

1.4 Registration & Payment

1.4.1 Ballet program participants will all register directly with the City of Doral. The City will collect all registration fees from participants upon registering.

1.4.2 Non-Residents of Doral shall be charged **20% more** than residents of Doral. The entire balance of this surcharge for non-residents shall be paid to the City.

1.4.3 The City of Doral shall be entitled to 30% of the fees paid and the Provider shall be entitled to 70% of the fees paid. The non-resident surcharge is fully payable to the City.

1.4.4 The Provider shall receive payment at the conclusion of each session.

ARTICLE 2.0

Equipment & Materials

2.1 All materials and equipment needed or pertaining to the above stated program will be provided by the Provider at his/her own cost and expense. However, Provider may require students to obtain certain materials required in the program by providing a list of such materials (with approximate costs) to the participants. If Provider makes such materials available to participants, they must be sold at Provider's cost. All equipment provided by the Provider shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

2.2 The sales or advertisement of merchandise is restricted to those materials utilized in and for the class. Fundraising activities conducted by the Provider must be approved by the City in advanced. The Provider shall obtain the City's approval of such merchandise prior to its distribution and advertisement or sale.

2.3 The City will provide no storage space to the Provider, unless written request is provided by the Provider and approved by the City.

2.4 Any supplies or equipment left at the facility will be the responsibility of the Provider. The City will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The Provider shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each class commences that cannot be corrected immediately by the Department, the class shall be canceled and the matter reported to the Department for correction. If the Provider elects to hold his/her class in the facility provided, it will be presumed that the Provider has inspected the premises and facilities and equipment provided for such class and has accepted same as being safe and suitable for the use intended.

ARTICLE 3.0

Activity Classifications and Class Size Minimums:

3.1 **ACTIVE:** Active classes will include high-risk activities such as martial arts, boxing, athletic activities, and aerobics. Class size shall be a minimum of five (5) students per class, seventy-five percent (75%) of which must be Doral residents.

3.2 **SEMI-ACTIVE:** Semi-Active classes will include moderate risk activities such as dance, ballet, baton, yoga, thai-chi, and gymnastics. Class size shall be a minimum of five (5) students per class, seventy-five percent (75%) of which must be Doral residents.

3.3 **PASSIVE:** Passive classes will include low risk activities such as homeowners' associations, instructional classes for arts and crafts, sewing and card clubs. Class size shall be a minimum of five (5) students per class or club, seventy-five percent (75%) of which must be Doral residents.

ARTICLE 4.0
American Disabilities Act

4.1 Provider shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the American Disabilities Act ("ADA") in the course of providing any services funded in whole or in part by the City, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

4.2 Provider's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

ARTICLE 5.0
Miscellaneous

5.1 No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

5.2 This Agreement is non-transferable or assignable, and Provider agrees not to transfer or assign the performance of services called for in the Agreement.

5.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

EXHIBIT "B"

**INSURANCE REQUIREMENTS
AGREEMENTS FOR OUTSIDE PROVIDERS**

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
Personal Injury & Adv. Injury	\$1,000,000
Products & Comp. Ops (If Applicable)	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Contingent Liability
Premises and Operations Liability

II. Workers Compensation (If Applicable)

Statutory- State of Florida

Employer's Liability

A. Limits of Liability

\$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	

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.



EXHIBIT "C"

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 Cristina Bolt
SOCIAL SECURITY NUMBER 594560649 DATE OF BIRTH 1-4-74
PRESENT ADDRESS 15517 SW 13 Ter
CITY Miami STATE FL ZIP 33194

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.

C Bolt 4-29-14
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 _____

EXHIBIT "D"
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 &
J.C. Bermudez, Park 3000 NW 87th Avenue.
(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.

Name of Parent/Guardian: Cristina Bolt Date: 4-29-14
Signature (Parent/Guardian if participant is a Minor): C Bolt

EXHIBIT "E"

PROGRAM REQUEST FORM

*Individuals interested in proposing their programs and services must complete and return this form attached to the Letter of Interest. This information will be used for consideration of program proposals. **Use one form per program.***

Name of Program: _____

Participant Ages: _____

Day/s of the week program is offered: _____

Time of Program: _____ to _____

Program Dates: _____ to _____

Program Fee: _____

Program Enrollment: Minimum _____ Maximum _____

Materials to be supplied by participants: _____

Materials to be supplied by Instructor: _____

Materials to be supplied by the City of Doral: _____

Additional Program Requirements: _____

Instructor ('s)Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: (Day) _____ (Evening) _____

(E-mail): _____ (Fax) _____

Minimum Requirements:
1,000,000 General Liability Insurance
Letter(s) of Recommendation
Background Check