

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
DORAL SOCCER CLUB
FOR
YOUTH SOCCER PROGRAM MANAGEMENT**

THIS AGREEMENT is made between **DORAL SOCCER CLUB** a Florida corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, On January 5, 2018, Request for Proposals #2017-30, "Youth Soccer Program Management" (the "RFP"), was advertised for the provision of youth soccer program management services; and

WHEREAS, During the April 11th, 2018 City Council meeting, the City Council of the City of Doral ("City") approved Resolution # 18-66, authorizing the City Manager to negotiate and enter into an agreement with Doral Soccer Club ("Provider"); and

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Youth Soccer Program Management (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. **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 This Agreement shall become effective upon execution by both parties and shall remain in effect through May 31, 2019, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the

Provider. 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 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. Payment to the City must be made 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 month. Payments which are made after fourteen (14) calendar days are considered late. The City shall assess a \$750 late fee on payments not received within fourteen (14) days after the end of each month. The Provider may also be assessed an additional \$750 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.

4. **Sub-providers.**

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Service.

4.2 Any sub-consultants 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).

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 youth soccer 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.

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 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.
- 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,
Cole & Bierman, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider: Beymar Piraquive
Owner
Doral Soccer Club
7905 NW 108 AVE
Doral, FL 33178

With a Copy to: Sonia Vega
President
Doral Soccer Club
7905 NW 108 AVE
Doral, FL 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 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. **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 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.

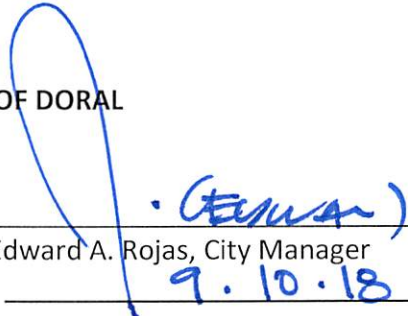
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its _____, whose representative has been duly authorized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

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

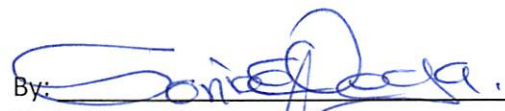
Edward A. Rojas, City Manager
Date: 9.10.18


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: 

Sonia Vega, Owner
Date: 08-31-18
By: 

Emilio Nadelman, Part Owner
Date: 8/31/18

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. **Exhibit "D"** is subject to approval by the Parks & Recreation Department.
- 1.2 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 practice and game sessions 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. Practice and game sessions should allow for setup time for back to back sessions. **The Program Request Form will reflect game and practice sessions held at Doral Legacy Park.** Usage of any other parks or City facilities must be approved by the Parks & Recreation Director or his/her designee.
- 1.3 Provider must meet a minimum student enrollment of 25 participants. The City will provide field space with a maximum of 400 participants total within the program at Morgan Levy Park. Maximum capacities may vary depending on facility. It is the Department's sole discretion to set, increase or decrease maximum capacities in writing if not specified within this Agreement. The Provider agrees to take daily attendance of all students registered for the class.
- 1.4 The City reserves the right to schedule maintenance projects for field preservation/restoration purposes. If such projects are scheduled and may interfere with the Provider's services, the City will notify the Provider with at least seven days' notice unless deemed an emergency due to unforeseen circumstances.
- 1.5 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 in the Proposal and on **Exhibit "D"**.
- 1.6 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.
- 1.7 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 including but not

limited to uniforms, equipment, goals, marketing tools, tournament fees, permits, certifications, etc. Provider will also assume the cost of any damages to City property.

- 1.8 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.
- 1.9 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.
- 1.10 Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. This includes any photography or filming. ***The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2- Handbills.***
- 1.11 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.
- 1.12 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 the Provider of said cancellations in writing.
- 1.13 All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department.
- 1.14 Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.

- 1.15 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.
- 1.16 All coaches must wear an ID badge at all times which will be provided by the City of Doral.
- 1.17 Provider must conduct themselves in a professional manner, particularly in the presence of participants, children and parents.
- 1.18 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.
- 1.19 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.
- 1.20 Provider must immediately report all incidents that occur within the program to the Program Coordinator as well as the Facility Manager.
- 1.20 Provider is expected to follow-up and communicate with participants and patrons with interest and questions within a 48-hour period.
- 1.21 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 "B"**) 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 "C"**).

- 1.22 The City shall require all participants in the program to sign a Waiver and Release of Liability located on the Registration Form, a copy of which is attached hereto as **Exhibit "C"**.
- 1.23 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 may be entitled to 25% of the fees paid by participants and the Provider may 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. Payment to the City must be made 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 month. Payments which are made after fourteen (14) calendar days are considered late. The City shall assess a \$750 late fee on payments not received within fourteen (14) days after the end of each month. The Provider may also be assessed an additional \$750 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.
- 1.24 Provider must submit payout form displayed in "**Exhibit F**", registration forms, reports and rosters to Program Coordinator each month along with the payment each month.
- 1.25 For each year under this Agreement, the Provider agrees to conduct a financial audit by an independent party qualified to render such an audit and approved by the City. This external audit is a means of providing a reasonable basis for the City to place reliance on financial statements and list fairness and accuracy of revenue and expenditures. The audit shall be provided to the Director of Parks & Recreation no later than December 31st each year. All costs and expenses associated therewith shall be the sole responsibility of the Provider.
- 1.26 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.
- 1.27 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.

- 1.28 Provider must submit schedule of practices for each team and games to Program Coordinator as well as Facility Manager prior to each season beginning.
- 1.29 Provider must submit all marketing material ahead of time for City's approval.
- 1.30 Provider cannot exceed the agreed upon participant enrollment cap between the City and Provider.
- 1.31 Provider must remain in good standing for each portion of Program Quality Assessment in "Exhibit E".
- 1.32 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.
- 1.33 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.

Section 2- Evaluation

- 2.1 There will be Quality Assessments every three months. These Assessments will evaluate the quality of the program, how enjoyable it is for the participants, and how efficiently the program is being run by the provider.
 - Aug-Nov will be received in Dec
 - Dec-Feb will be received in March
 - March-May will be received in June
 - Final review and Total points Aug-May will be received in June
- 2.2 The Quality Assessments will be broken down into two categories: Program Assessment Portion and Provider Assessment Portion.

Program Assessment Portion

- Registrants – Maximum 5 points each month

- 80% or more to capacity and at least 80% of those registered being Doral City residents will result in the maximum 5 points that month. 70% or more to capacity and at least 70% of those registered being Doral City residents will result in 4 points that month. 60% or more to capacity and at least 60% of those registered being Doral City residents will result in 3 points that month. 50% or more to capacity and at least 50% of those registered being Doral City residents will result in 2 points that month. 50% or less to capacity and/or less than 50% of those registered being Doral City residents will result in 1 point that month.
- Surveys
 - All participants will receive a survey from Survey Monkey. Program must receive 90% overall participants to be satisfied with program for full allotted points. 4 points for 85%, 4 points for 80%, 2 points for 75% and 0 points if there is less than 70% satisfied.

Provider Assessment Portion

- Payments on time each month – Maximum 5 points each month
 - Payment in full requires full payment by the 14th of the following month and including copy of roster, date of payments and amount paid (and including 20% non-resident fee). The report(s) will include this information along with the amount due to the City. If the report(s) is missing information or the payment is not received and in full on time it is considered late. If anything is missing – There will be along with a \$750 late fee, 2 points will be deducted from the possible 5 points for each month’s payment. If the full payment and report(s) are not submitted by the end of the month an additional \$750 late fee will be assessed and an additional 2 points will be deducted from the possible 3 points remaining points of the original 5. If the payment is made after the conclusion of that month only 1 point will be assessed for the payment points that month.
- Spot Checks – Maximum 5 points each month
 - Program Coordinator and staff will conduct random spot checks to assess the quality of the program. If coaches are not wearing their required ID badges, practices are not starting and ending on time or there are conduct issues these would result in missing points each month. These will be assessed at the Program Coordinator’s discretion and the program will be notified of their points each month.

Monthly Points for Quality Assessment:

Full payment and correct reports	
5 points	14th of month
3 points	end of month
1 point	next month

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

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

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

Maximum 15 total points can be assessed each month, plus an additional 15 points at the end of the quarter for the quarterly survey. The provider will receive 4 Quarterly Reviews throughout the year as well as an Annual Review.

Standing for Registrants and Survey (20 possible points per Quarter) – Program Assessment

- 27-30 points – Excellent Standing
- 24-26 points – Good Standing
- 0-23 – Poor Standing

Standing for Payment and Spot Checks (30 possible points per Quarter) – Provider Assessment

- 27-30 points – Excellent Standing
- 24-26 points – Good Standing

- 0-23 – Poor Standing

Provider must remain in a minimum of Good Standing in both Assessments.

Section 3- Equipment & Materials

- 3.1 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.
- 3.2 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.
- 3.3 Storage for supplies or equipment is limited. The Provider must issue a request in writing for use of any storage space and the City must approve the request prior to the use of any storage areas.
- 3.4 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.
- 3.5 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.



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 Legacy Park, 11400 NW 82 Street / Doral Central 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: _____ Date: _____
--

EXHIBIT "D"

PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Request for Proposal. All program fees are subject to military discounts of 25% per child (50% per sibling) off of the registration cost. Discount only applies to Doral residents and with proper military ID. This information will be used for consideration of program proposals. Use one form per program.

Name of Program: _____

Participant Ages: from _____ to _____

Day(s) of the week program is offered: _____

Time of Program: from _____ 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: _____

IT STARTS IN
PARKS



There are Quality Assessments every three months. These Assessments will evaluate the quality of the program, how enjoyable it is for the participants, and how efficiently the program is being run by the provider.

- Aug-Nov will be received in Dec
- Dec-Feb will be received in March
- March-May will be received in June
- Final review and Total points Aug-May will be received in June

The Quality Assessments will be broken down into two categories: Program Assessment Portion and Provider Assessment Portion.

Program Assessment Portion

- Registrants – Maximum 5 points each month
 - 80% or more to capacity and at least 80% of those registered being Doral City residents will result in the maximum 5 points that month. 70% or more to capacity and at least 70% of those registered being Doral City residents will result in 4 points that month. 60% or more to capacity and at least 60% of those registered being Doral City residents will result in 3 points that month. 50% or more to capacity and at least 50% of those registered being Doral City residents will result in 2 points that month. 50% or less to capacity and/or less than 50% of those registered being Doral City residents will result in 1 point that month.
- Surveys
 - All participants will receive a survey from Survey Monkey. Program must receive 90% overall participants to be satisfied with program for full allotted points. 4 points for 85%, 4 points for 80%, 2 points for 75% and 0 points if there is less than 70% satisfied.

Provider Assessment Portion

- Payments on time each month – Maximum 5 points each month
 - Payment in full requires full payment by the 14th of the following month and including copy of roster, date of payments and amount paid (and including 20% non-resident fee). The report(s) will include this information along with the amount due to the City. If the report(s) is missing information or the payment is

not received and in full on time it is considered late. If anything is missing – There will be along with a \$750 late fee, 2 points will be deducted from the possible 5 points for each month's payment. If the full payment and report(s) are not submitted by the end of the month an additional \$750 late fee will be assessed and an additional 2 points will be deducted from the possible 3 points remaining points of the original 5. If the payment is made after the conclusion of that month only 1 point will be assessed for the payment points that month.

- Spot Checks – Maximum 5 points each month
 - Program Coordinator and staff will conduct random spot checks to assess the quality of the program. If coaches are not wearing their required ID badges, practices are not starting and ending on time or there are conduct issues these would result in missing points each month. These will be assessed at the Program Coordinator's discretion and the program will be notified of their points each month.



Soccer 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
24-25	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 _____

Program: _____
 Days: _____
 Begins: _____
 Start Time: _____
 (R) Fee: _____
 Monthly Fee: _____

Ends: _____
 End Time: _____
 (NR) Fee: _____
 Monthly Fee: _____

Instructor: _____
 Address: _____
 Facility: _____
 Deposit Dates: _____
 Month of ---

	Last	First	Fee	Non-Res 20% Sur	%City	% Ins		Last	First	Fee	Non-Res 20% Sur	%City	% Ins
1							22						
2							23						
3							24						
4							25						
5							26						
6							27						
7							28						
8							29						
9							30						
10							31						
11							32						
12							33						
13							34						
14							35						
15							36						
16							37						
17							38						
18							39						
19							40						
20							41						
21							42						
TOTALS			\$0.00	\$0.00	\$0.00	\$0.00				\$ -	\$0.00	\$0.00	\$0.00

Total Registered: _____
 Total Residents: _____
 Total Non-Residents: _____
 Grand Total Collected: _____ \$0.00

Amount to City (%) \$0.00
 Amount to Instructor (%) \$0.00

Date Submitted: _____

Received By: _____

***Highlighted names identify Split Payment

** Highlighted names identify non-resident

* Highlighted names identify Family Discount

EXHIBIT "G"

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. Operations **(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 \$1,000,000
 - Policy Aggregate \$1,000,000
 - "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.

RESOLUTION No. 18-66

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARING REQUEST FOR PROPOSALS #2017-30, "YOUTH SOCCER PROGRAM MANAGEMENT", TO DORAL SOCCER CLUB AND JUVENTUS/SOCCER CAGE; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH DORAL SOCCER CLUB AND JUVENTUS/SOCCER CAGE FOR A TERM OF ONE (1) YEAR WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS FOR A POSSIBLE TOTAL OF THREE (3) YEARS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT SUCCESSIVELY RANKED PROVIDERS IF UNABLE TO REACH AN AGREEMENT WITH THE TOP RANKED PROVIDERS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, On January 5, 2018, Request for Proposals #2017-30, "Youth Soccer Program Management" (the "RFP"), was advertised for the provision of youth soccer program management services; and

WHEREAS, Eight (8) proposal submittals were received on January 11, 2018 with seven (7) proposals meeting the required criteria set forth in the RFP; and

WHEREAS, an evaluation meeting was held on February 12, 2018 where all submitted proposals were scored and ranked. A short-list of the top three (3) providers made presentations on February 22, 2018 and their presentations were scored and ranked. The evaluation committee determined that based on a one thousand (1000) Point System with a possibility of Ten (10) extra points for: "Doral Based", "Miami-Dade/Broward County Based", "Certified Minority Business" or "Certified Veteran Business," the providers ranked as follows:

- | | | |
|----|--------------------------------------|--------------|
| 1. | Doral Soccer Club | 960 Points |
| 2. | Juventus/ Soccer Cage | 848.5 Points |
| 3. | USCSA d.b.a. PSG (Paris St. Germain) | 819.5 Points |

WHEREAS, Staff recommended that the City Council award the RFP to the top ranked provider and authorize the City Manager to negotiate and enter into an agreement with Doral Soccer Club for the provision of providing youth soccer program management services for a period of one (1) year with the option to renew for two (2) additional one (1) year terms, for a total of three (3) years with a revenue split of (70%-80% City, 20%-30% Provider); and

WHEREAS, after careful deliberation, the City Council deemed it in the City's best interest to enter into agreements with two (2) providers so as to create additional youth soccer options in the City pursuant to agreements on the conditions specified herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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. Request for Proposals #2017-30 is hereby awarded to Doral Soccer Club And Juventus/Soccer Case for the provision of youth soccer program management services. This award does not create or confer any rights to Doral Soccer Club, Juventus/Soccer Case or any of the other ranked providers, absent an agreement with the City.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into agreements with Doral Soccer Club and Juventus/Soccer Cage for the provision youth soccer program management services for a period of one (1) year with the option to renew for two (2) additional one (1) year terms, for a total of three (3) years. This authorization is given on the condition that:

- Juventus/Soccer Cage change its name to “Juventus Doral”;
- field space to be apportioned between the providers, recognizing that Doral Soccer Club has a larger established program, that Juventus program will grow over time, and that additional fields may become available during the term of the agreements;
- full itemized financial disclosure is required from each provider; and
- such other operational conditions that the City Manager deems in the best interest of the City.

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. The City Manager is further authorized to negotiate an agreement with the next successively ranked providers, if an agreement can not be reached with the top firm.

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 Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Fraga and upon being put to a vote, the vote was as follows:

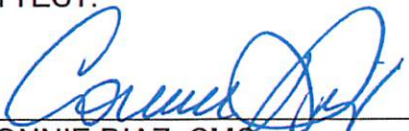
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED and ADOPTED this 11 of April, 2018.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERSMAN, P.L.
CITY ATTORNEY