



April 11, 2024

Kathie Brooks

Interim City Manager

Mr. Andre Daniels
18149 SW 3rd St.
Pembroke Pines, FL 3029

Ref: Extension of Professional Services Agreement for MiamiBasketball.net

Dear Mr. Daniels

As you are aware, the above referenced professional services agreement was originally scheduled to end on April 27, 2024. The City of Doral invites your company to extend the term of this agreement for four (4) months. The terms of the agreement shall remain in full force and effect. The new expiration date will now be August 27, 2024.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kathie Brooks", is written over a horizontal line.

Kathie Brooks
Interim City Manager

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

A handwritten signature in black ink, appearing to read "Andre M. Daniels", is written over a horizontal line.

Mr. Andre Daniels
MiamiBasketball.Net

4/30/24
Date

RESOLUTION No. 24-66

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXTEND THE EXISTING AGREEMENT WITH MIAMIBASKETBALL.NET FOR A PERIOD OF FOUR (4) MONTHS FOR OFFICIATING AND SCOREKEEPING SERVICES, AND FURTHER AUTHORIZE WAIVING THE COMPETITIVE BID PROCESS PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES BY AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MIAMIBASKETBALL.NET FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ONE-YEAR RENEWALS FOR A TOTAL OF FIVE YEARS; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Request for Proposals (RFP) #2020-33 Officiating and Scorekeeping Services was awarded in February 2021 (Res. No.21-44) with MiamiBasketball.net for a period of three (3 years with two (2) additional one (1) year renewals for a total of five (5) years, which were exercised. The current agreement expires on April 24, 2024; and

WHEREAS, MiamiBasketball.net has provided services for the City since 2014 where they have been the only responsive vendor that has submitted a proposal for the RFPs issued; and

WHEREAS, during the current contract MiamiBasketball.net has remained in good standing with the City and have effectively and consistently provided services as outlined in their agreement with no cost increases to the City; and

WHEREAS, the City Manager requests approval of a four (4) month extension of the current agreement; and

WHEREAS, the City Manager further requests approval from the Mayor and City Council to waive the competitive bidding process, pursuant to section 2-321 of the City

Code of Ordinances, and authorize the City Manager to enter into an agreement with MiamiBasketball.net for the provision of officiating and scorekeeping services for a period of three (3) years with two (2) one (1) year renewals for a total of five (5) years, upon the expiration of the four month extension.

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

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

Section 2. Approval & Authorization. The Mayor and City Council hereby approve a four (4) month extension to the current agreement with MiamiBasketball.net for the provision of officiating and scorekeeping services for the Parks & Recreation Department's youth and adult sports. Additionally, the Mayor and City Council approve waiving the competitive bidding process, pursuant to section 2-321 of the City Code of Ordinances, and authorize the City Manager to enter into an agreement with MiamiBasketball.net for a period of three (3) years with two (2) one (1) year renewals for a total of five (5) years , upon the expiration of the four month extension.

Section 3. 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 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption.

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

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 10 day of April, 2024.



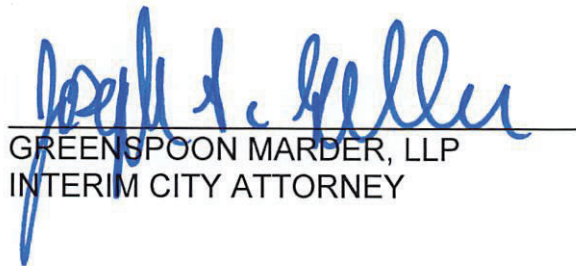
CHRISTI FRAGA, MAYOR

ATTEST:

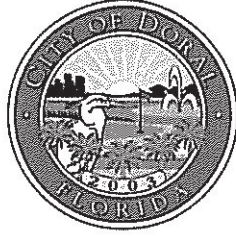


CONNIE DIAZ, MMC
CITY CLERK

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



GREENSPOON MARDER, LLP
INTERIM CITY ATTORNEY



April 28, 2023

Barbie Hernandez

City Manager

Mr. Andre Daniels
18149 SW 3rd St.
Pembroke Pines, FL 3029

Ref: Extension of Professional Services Agreement for MiamiBasketball.net

Dear Mr. Daniels

As you are aware, the above referenced professional services agreement was originally scheduled to end on April 27, 2023. The City of Doral invites your company to extend the term of this agreement up to an additional one (1) year. The terms of the agreement shall remain in full force and effect. The new expiration date will now be April 27, 2024.

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

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

Sincerely,

Barbie Hernandez
City Manager

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

Mr. Andre Daniels
MiamiBasketball.Net

5/2/2023

Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
MiamiBasketball.Net
FOR
Officiating & Scorekeeping Services**

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

WHEREAS, On December 2, 2020, Request for Proposals #2020-33, "Officiating and Scorekeeping Services" (the "RFP"), was advertised for the provision of providing officiating and scorekeeping services for the City of Doral Parks & Recreation Department; and

WHEREAS, During the February 10, 2021 City Council meeting, the City Council of the City of Doral ("City") approved Resolution # 21-44, authorizing the City Manager to negotiate and enter into an agreement with MiamiBasketball.Net ("Provider"); and

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Officiating and Scorekeeping services (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 of both parties and shall remain in effect for two (2) years after the execution date unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this agreement for one (1) additional one year.

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.**

3.1 The Provider shall be compensated in the following manner:

On a service by service basis not to exceed the unit pricing submitted by the Provider in their bid and herein attached to this agreement as **Exhibit "E"** or the maximum yearly approved budgeted amount regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. The City agrees to pay the Provider on a monthly basis.

The Provider shall invoice the City for all services rendered no later than the 7th day of every month. The City will not issue payment for services unless an invoice is submitted by the Provider. Invoices are to be separated by sport or activity in which services were rendered. Fees for officials, line judges, and scorekeepers listed in **Exhibit "E"** are not subject to change unless otherwise approved by the City. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services.

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. **Sub-providers.**

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

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

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.3 The City will approve any rates, or the manner for setting such rates charged by the Provider.
- 5.4 The City is responsible for any damage or destruction of the Facilities, including that caused by Force Majure except to the extent identified herein.
- 5.5 The City will approve the operating budget for services performed under this Agreement.

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service as is ordinarily provided by an officiating and scorekeeping provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Service, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Service, upon written notification from the City Manager, the Provider shall at Provider's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Submit an operating budget for the service that provides for registration fees equal to the costs of operating the service.

7. **Conflict of Interest.**

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

8. **Termination.**

8.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause, with cause

8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.

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

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

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. ~~The certificate of insurance is attached~~
and incorporated.

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.

*Req by the
For Quest
Propo 9.1
RFP 2020-33*

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: Albert P. Childress
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

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

For The Provider: Andre Daniels, Owner
MiamiBasketball.net, Inc.
P.O. Box 823011
South Florida, FL 33082-3011

14. **Governing Law.**

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

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

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

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

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

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider

providing services to the City under this Agreement shall be the property of the City.

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

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

17. **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 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

19. **Independent Contractor.**

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

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

20. **Compliance with Laws.**

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts**

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

25. **Removal of Unsatisfactory Personnel**

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

offered by Provider, the City Manager's decision to replace the employee shall be final.

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: 

Albert. P Childress, City Manager


Date: April 27, 2021

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



Luis Figueredo ESQ.
City Attorney

PROVIDER

By: 

Its: President
Date: April 4, 2021

Exhibit A

Scope of Services

Section 1- Responsibilities

- 1.1 The Provider will be expected to assign the required number of officials/ line judges/scorekeepers per games scheduled as determined by the City's Athletic Coordinators. As noted in **Exhibit "D"**, different leagues overlap throughout the calendar year. Provider must provide enough officials for each individual league.
- 1.2 The provider is responsible for including any additional fees for providing officiating/scorekeeping services into the unit price per game for officials, line judges & scorekeepers. The City will not pay for any additional fees outside of the contracted per game rate for officials, line judges, & scorekeepers as set forth in **EXHIBIT "E"**.
- 1.3 The Provider must assign officials who at minimum are certified at the high school level (Ex. FHSAA) with at least (1) year of experience at this level and have a full understanding of the officiating rules for the respective sport they are assigned to. A signed affidavit from the Provider must be submitted to the City ensuring that officials meet the certification requirements.
- 1.4 The Provider must complete the following national background screening tests on an annual basis at the Providers expense for any official/scorekeeper/line judge who will be providing officiating/scorekeeping services for the City of Doral and disqualify any official/line judge/scorekeeper from officiating/scorekeeping at the City of Doral due to results of a criminal background check in accordance with State and Federal law **Exhibit "C"**.
 - Social Security Verification
 - Address Trace
 - Local Criminal Record Search
 - National Criminal Record Search
 - Sex Offender Registry
- 1.6 The Provider must submit a signed affidavit to the City stating that the above-mentioned background screening tests has been completed for all their officials/line judges/scorekeepers at least one week (7 days) prior to that employee being assigned to duty and that they have disqualified any official/scorekeeper in accordance with State and Federal law.
- 1.7 The Provider will instruct all officials/line judges/scorekeepers to cooperate with assigned City staff in any incident/injury situations. Officials/line

judges/scorekeepers will provide any/all information necessary for proper documentation by City staff.

- 1.8 The City shall not be held responsible for any accident or injury sustained by the association's officials/line judges/scorekeepers.
- 1.9 The City shall have the right to evaluate and refuse the service of any official/line judge/scorekeeper from the Provider.
- 1.10 The City will not provide any equipment for officials / line judges. (i.e. whistle, shirts, mask, chest protectors, flags...etc.). It will be the responsibility of the Provider to ensure that all officials / line judges have the proper equipment for their respective sports.
- 1.11 The City shall conduct a quarterly assessment of the Provider, **Exhibit "F"**. The results of the evaluations will be shared with the Provider.

Section 2- Services

- 2.1 The City of Doral sports league schedule and facility locations for officiating and scorekeeping services are shown in **Exhibit "D"**
- 2.2 The City reserves the right to increase or decrease the usage indicated on **Exhibit "D"** and/or secure services during other weeks and months not indicated at the sole discretion of the City.
- 2.3 The City will provide a game schedule to the Provider at least two weeks prior to the start of each season. The Provider shall submit a schedule to the City of officials/line judges/scorekeepers that will be working games at least one week in advance.
- 2.4 The number of games may vary and will ultimately be determined by the number of players registered and the number of teams which make up the program. The City does not guarantee that each league/program will meet the estimated amount of games per season.
- 2.5 Youth Sports is defined as any league or tournament for audiences 17 and under. Adult Sports is defined as any league or tournament for audiences 18 and over.
- 2.6 The City reserves the right to remove or add leagues and tournaments as necessary.
- 2.7 The City reserves the right to increase or decrease the length of season for any league/tournament.
- 2.8 The City reserves the right to add or change game locations as seen fit.

- 2.9 Game officials, line judges and scorekeepers shall be dressed in the following professional attire when performing service for the City:
- Officiating Shirt (Provider may determine if striped, gray or blue shirts are to be used), scorekeeping shirt (Identifying scorekeeper as a staff)
 - Black shorts or pants
 - Appropriate footwear depending on sport (i.e. sneakers, cleats...etc.)
 - Appropriate whistle
 - Sport related accessories (i.e. chest protector, flags, masks...etc.)
- 2.10 Officials/ Line Judges/ Scorekeepers shall arrive in proper uniform a minimum of ten (10) minutes prior to the schedule time for all games. Delays or interrupted start-up time caused by the failure of a timely arrival may result in fines outlined in Section 3.4.
- 2.11 Officials/ Line Judges/ Scorekeepers are to check in with park staff prior to the start of their game(s) and are to complete and sign a score sheet at the end of each serviced game.
- 2.12 The Provider and its officials/line judges/scorekeepers will at all times conduct themselves in a proper, acceptable and professional manner. If the behavior, dress, and/or performance of the Provider member do not meet the City's standards of professionalism, the City may dismiss the official/line judge/scorekeeper without penalty, and with no fee due to association for the games thereby un-officiated.
- 2.13 The City has the right to cancel officials/line judges/scorekeepers for any game due to poor attendance, inclement weather, etc. In such a case the City shall attempt to provide the Provider with one (1) hour advance notice of any canceled game. When this one-hour notification is provided, there shall be no fees or other penalties paid for canceled officiating/scorekeeping services.
- 2.14 If the City fails to provide the Provider with the minimum one (1) hour advanced notification of cancellation, the City shall pay the Provider a sum equal to the respective sports official/line judge/scorekeeper contracted rate for one (1) game only. No penalty paid for cancellation of game play can be greater than the total contracted fees paid for providing officiating/scorekeeping services at one (1) game.
- 2.15 Notification of cancelled or forfeited games shall be provided by the Athletics Coordinator, or designee, assigned by the Parks & Recreation Director to oversee the assigned program or league. Notification shall be made in writing via email and via phone.

- 2.16 In the event of a forfeited or cancelled game, the officials/line judge/scorekeeper scheduled for such games may be required to remain on site to referee and score a practice or scrimmage game. In such a case, the City shall pay the full game price per official/line judge/scorekeeper. The decision for such action will be made by the Athletics Coordinator, or, designee, assigned by the Parks & Recreation Director to oversee the assigned program or league.
- 2.17 Accidents, injury, or inclement weather may require longer times for games to finish. In such a case, the officials/line judges/scorekeepers must provide service for that additional time at no additional cost.

Section 3- Payment, Reimbursements & Fines

- 3.1 The City agrees to pay the Provider on a monthly basis. It is the Provider’s responsibility to submit invoices for services rendered during the monthly period. Invoices are to be separated by sport or activity in which services were rendered. Invoices are due no later than the 7th day of every month. The City will not issue payment for services unless an invoice is submitted by the Provider.
- 3.2 The Provider shall reimburse the City for any and all overpayments caused by cancelled or forfeited games, or when the Provider has failed to provide the services specified.
- 3.3 The Provider shall reimburse the City in the form of a check, all remaining unused credits by the end of the City’s fiscal year (October- September).
- 3.4 The Provider will be assessed fines for non-compliance. The fines are listed in the table below. **Note:** Tardiness is determined by arriving any time after the scheduled start of each game or tournament.

Offense	Fine (Per Game)
Non-Compliance of Uniform & Equipment Rules	\$20.00 credit per official/line judge/scorekeeper
Tardiness (0-5 minutes late)	None
Tardiness (over 5 minutes late) 1 st Offense	\$10.00 credit per official/line judge/scorekeeper
Tardiness (over 5 minutes late) 2 nd Offense and above per league/program	\$20.00 credit per official/ line judge/scorekeeper
Absenteeism (No Show)	1 full game credit per official/line judge/scorekeeper for every game missed



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 _____

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 D

Doral Recreational League Schedule Overview & League Information

League	Months											
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Youth (under 18) Co-Ed Basketball		■	■	■	■				■	■	■	
Youth (under 18) Co-Ed Flag Football	■	■										
Teen Sports Tournaments	■	■	■	■						■	■	■
Adult (18+) Basketball		■	■	■	■	■						
Adult (18+) Soccer		■	■	■								
Adult Co-Ed Flag Football (18+)	■	■	■	■	■			■	■	■	■	■
Adult Kickball (18+)	■	■	■	■	■			■	■	■	■	■

* Schedule is subject to change

Group A- Youth Sports (17 and under)

Youth (17 and under) Co-Ed Basketball	
Age of players per league:	5-17 years old
Number of seasons per year:	Two (2)
Length of Spring season:	12 Weeks (February-May), estimated 220-250 games including playoffs and championship
Length of Fall season:	9 Weeks (September-November), estimated 120 games. There are no playoffs.
Game day(s):	Monday-Saturday
Number of officials needed per game:	Two (2)
Number of score keepers needed per game:	One (1)
Location(s) of league:	Morgan Levy Park

Youth (17 and under) Co-Ed Flag Football	
Age of players per league:	5-17 years old
Number of seasons per year:	One (1)
Length of each season:	8 weeks (Jan.-Feb.), estimated 120 games including playoffs
Game day(s):	Monday-Saturday
Number of officials needed per game:	Two (2)
Number of score keepers needed per game:	One (1)
Location(s) of league:	Doral Meadow Park

Teen Sports Tournaments	
Age of players:	11-17 years old (middle school & high school students)
Number of Tournaments per fiscal year:	Four (4) (number is subject to scheduling and can change), estimated 12 hours
Length of Tournaments:	Approximately three (3) hours each
Example of sport tournaments:	Flag Football, 3 on 3 basketball, Sand Volleyball, Soccer
Teen tournament schedule:	October- April (schedule subject to change)
Day of week:	Friday Nights (typically) and/or Thursday Nights
Number of officials needed per hour:	Two (2) *Subject to change depending on sport
Number of score keepers needed per hour:	None
Location(s) of league:	Doral Legacy Park

Group B- Adult Sports (18+)

Adult (18+) Basketball League	
Age of players per league:	18+ years old
Number of seasons per year:	One (1)
Length of each season:	15 Weeks (February-June), estimated 100 games including playoffs and championship
Game day(s):	Monday - Friday
Number of officials needed per game:	Regular Season: Two (2) Playoff Games: Three (3)
Number of score keepers needed per game:	One (1)
Location(s) of league:	U.S. Southern Command Military Base

Adult (18+) Co-Ed Volleyball League		*Add/Deduct Service
Age of players per league:	18+ years old	
Number of seasons per year:	One (1)	
Length of each season:	11 Weeks (September-December), estimated 36 games including playoffs and championship	

Game day(s):	Thursday or Friday
Number of officials needed per game:	One (1) Referee, Two (2) Line Judges
Number of score keepers needed per game:	One (1)
Location(s) of league:	Doral Legacy Park

Adult (18+) Co-Ed Sand Volleyball	*Add/Deduct Service
Ages	18+ Co-Ed
Number of seasons per year	+/- Two (2)
Length of season	6 weeks, approx. 15 games total
Game day(s)	Monday – Saturday
Number of umpires needed per game	Two (2)
Number of staff needed per game	One (1)
Location of league	Doral Legacy Park

Adult (18+) Co-Ed Kickball	*Add/Deduct Service
Ages	18+ Co-Ed
Number of seasons per year	+/- Four (4)
Length of season	10 weeks, approx. 50 games total
Game day(s)	Monday – Saturday
Number of umpires needed per game	Three (3)
Number of staff needed per game	One (1)
Location of league	Doral Legacy Park / Doral Meadow Park

Adult (18+) Softball League	*Add/Deduct Service
Age of players per league:	18+ years old
Number of seasons per year:	One (1)
Length of each season:	10 Weeks (October-January), estimated 35 games including playoffs and championship
Game day(s):	Thursday, Saturday, and Sunday
Number of officials needed per game:	Two (2) Umpires
Number of score keepers needed per game:	One (1)
Location(s) of league:	Doral Legacy Park

Adult (18+) Flag Football	* Add/Deduct Service
Ages	18+, Gender Specific & Co-Ed
Number of seasons per year	+/- Four (4)
Length of season	10 weeks, approx. 50 games total
Game day(s)	Monday – Saturday

Number of officials needed per game	Two (2)
Number of staff needed per game	One (1)
Location of league	Doral Meadow Park / Doral Legacy Park

Adult (18+) Soccer League	* Add/Deduct Service
Age of players per league:	18+ years old
Number of seasons per year:	One (1)
Length of each season:	10 Weeks (February-April), estimated 35 games including playoffs and championship
Game day(s):	Thursday, Sunday
Number of officials needed per game:	Three (3)
Number of score keepers needed per game:	None
Location(s) of league:	Doral Meadow Park

Game Locations	Address
Doral Meadow Park	11555 NW 58 th Street., Doral, FL 33178
Morgan Levy Park	5300 NW 102 nd Avenue., Doral, FL 33178
Doral Legacy Park	11400 NW 82 nd Street, Doral, FL 33178
U.S. Southern Command Military Base	9301 NW 33 rd Street., Doral, FL 33172
Doral Central Park	3000 NW 87 th Ave, Doral, FL 33172

Facility Information for Sports Leagues

Exhibit "E"

Pricing Sheet

Note: The total price column is the complete cost of providing officiating/scorekeeping services for the entire amount of games estimated per league/program. This price must take into consideration the amount of officials/line judges/scorekeepers we are requesting per game/hour.

Youth Sports (17 and under):

Item	Description	Unit Price per Game	Unit Price per Official per Game	Unit Price per Scorekeeper per Game	Total Price (Sum of providing services as requested for entire league/program)
1	Youth (17 and under) Co-Ed Basketball Estimated # of Games: 320 # of Officials needed per game: 2 # of Scorekeepers needed per game: 1	\$85	\$34	\$17	\$27,200
2	Youth (17 and under) Co-Ed Flag Football Estimated # of Games: 250 # of Officials needed per game: 2 # of Scorekeepers needed per game: 1	\$85	\$34	\$17	\$21,250
3	Teen Sports Tournaments Estimated # of Hours: 12 # of Officials needed per hour: 2	\$100	\$50	\$20	\$1,440
Grand Total for Youth Sports					\$49,890

Adult Sports (18 and older):

Item	Description	Unit Price Per Game	Unit Price per Line Judge per Gam	Unit Price per Scorekeeper per Game	Total Price (Sum of providing services as requested for entire league/program)
1	Adult (18+) Basketball League Estimated # of Games: 100 # of Officials needed per game: 2 # of Scorekeepers needed per game: 1	\$97 /Game	\$40	\$17	\$ 9,700
Grand Total for Adult Sports					\$ 9,700

Add/Deduct Services:

Item	Description	Unit Price Per Game	Unit Price per Line Judge per Game	Unit Price per Scorekeeper per Game	Total Price (Sum of providing services as requested for entire league/program)
1	Adult (18+) Co-Ed Volleyball League Estimated # of Games: 36 # of Officials needed per game: 2 # of Scorekeepers needed per game: 1	\$76 /Game	\$40	\$36	\$ 2,736
2	Adult (18+) Co-Ed Sand Volleyball Estimated # of Games: 15 # of Officials needed per game: 2 # of Scorekeepers needed per game: 1	\$76/Game	\$40	\$36	\$ 1,140
3	Adult (18+) Co-Ed Kickball Estimated # of Games: 50 # of Officials needed per game: 3 # of Scorekeepers needed per game: 1	\$94 /Game	\$40	\$54	\$4,700
4	Adult (18+) Softball League Estimated # of Games: 35 # of Officials needed per game: 2 # of Scorekeepers needed per game: 1	\$98 /Game	\$40	\$18	\$3,430
5	Adult (18+) Flag Football Estimated # of Games: 50 # of Officials needed per game: 2 # of Scorekeepers needed per game: 1	\$98 /Game	\$40	\$18	\$4900
6	Adult (18+) Soccer Estimated # of Games: 35 # of Officials needed per game: 3 #of Scorekeepers needed per game: 0	\$120 /Game	\$40	N/A	\$4200

EXHIBIT "F"
QUALITY ASSESSMENT

2.1 There will be Quality Assessment conducted every season. This Assessment will evaluate the quality of the service.

- YBL Fall will be received in Dec
- YFFL will be received in March
- YBL Spring will be received in June
- Adult Basketball will be received in June

2.2 The Quality Assessment will consist of the Provider Assessment Portion.

Provider Assessment Portion

- Game Audits/Checks – Maximum 5 points each game day
 - Program Coordinator and staff will conduct game checks to assess the quality of the service. If Officials & Scorekeepers are not wearing proper uniforms, or there are conduct issues (officials not professionally communicating with staff, & volunteers and being tardy) these would result in missing points each game. These will be assessed at the Program Coordinator's or staff designee discretion and the Provider will be notified of their points each week.
- Invoice – Maximum 5 points weekly
 - Invoices are required to be submitted within 7 days of service provided in order to receive maximum of 5 points allotted. Invoices submitted within 8 to 10 days will receive 4 points. Invoices submitted 11 to 15 days will receive 3 points. Invoices submitted 16 to 20 will receive 2 points. Invoices submitted 21 days or more will receive 1 point.

Seasonal Points for Quality Assessment:

Maximum 50 total points can be assessed each season on each section. The provider will receive 4 Seasonal Reviews throughout the year.

Game Audit/ Checks (weekly) – Uniform, Conduct, Time	
5 points	no issues
4 points	2 or less infractions or errors
3 points	3 or less infractions or errors
2 points	4 or less infractions or errors
1 point	5 or more infractions or errors

Standing Game Audit/Checks (5 possible points per Game Day)

- 40-50 points – Excellent Standing
- 30- 40 points – Good Standing
- 30 or less – Poor Standing

Invoices	
5 points	submitted within 7 days
4 points	submitted between 8 to 10 days
3 points	submitted 11 to 15 days
2 points	submitted 16 to 20 days
1 point	submitted 21 days or more

Invoices (50 possible points per Season)

- 45 -50 points – Excellent Standing
- 40 – 44 points – Good Standing
- 35 – 39 – Average Standing
- 34 or less – Below Average Standing

Provider (Official) should consistently achieve minimum of Good Standing in each section in order to remain in compliance with agreement and in good standing with city.

EXHIBIT "A"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$1,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured
Primary Insurance Clause Endorsement
Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including Hired and Non-Owned Autos	
Any One Accident	\$1,000,000

Coverage / Endorsement Required

Employees are covered as insureds
City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

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

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

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

V. Professional Liability/Errors & Omissions

Limits of Liability

Each Claim	\$5,000,000
Policy Aggregate	\$5,000,000

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

VI. Cyber Liability

A. Limits of Liability	
Each Occurrence	\$5,000,000
Including Liability for Data Breach, Media Content, Privacy Liability and Network Security for third parties.	
Retro Date – Prior to commencement of job.	

VII. Crime Insurance/Fidelity Bonds – Third Party

Crime Insurance or Fidelity Bonds covering theft of the City’s monies, securities, or products in the amounts of:

Per Employee/Incident	\$500,000
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Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida, and must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.

RESOLUTION No. 21-44

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2020-33 "OFFICIATING AND SCOREKEEPING SERVICES" TO THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH MIAMIBASKETBALL.NET FOR THE PROVISION OF OFFICIATING AND SCOREKEEPING SERVICES FOR YOUTH AND ADULT SPORTS FOR A PERIOD OF TWO (2) YEARS WITH ONE (1) YEAR RENEWAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Request for Proposals ("RFP") # 2020-33 on December 2, 2020 for the provision of providing officiating and scorekeeping services for youth & adult sports; and

WHEREAS, two (2) firms attended the mandatory pre-bid meeting which was held on December 15, 2020. One (1) proposal submittal was received on January 14, 2021 with the submittal meeting the required criteria; and

WHEREAS, an evaluation meeting was held on January 19, 2021 where submittals received were scored and ranked. The committee determined that based on a Three Hundred (300) Total Point System the firms ranked as follows:

1. MiamiBasketball.Net 277 points

WHEREAS, The City Manager's office respectfully requests approval from Mayor and Members of the City Council to award RFP# 2020-33 "Officiating and Scorekeeping Services" to the top ranked firm and authorize the City Manager to negotiate and enter into an agreement with MiamiBasketball.Net for officiating and scorekeeping services for youth and adult sports managed by the City of Doral Parks & Recreation Department for a period of two (2) years with one (1) years renewal, in an amount not to exceed budgeted funds in account 001.90005.500340 Contractual Services-Other; and

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

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

Section 2. Approval & Authorization. The Mayor and City Council-members hereby approve the award of Request for Proposals #2020-33 to the top ranked firm and authorize the City Manager to enter into an agreement with MiamiBasketball.net for officiating and scorekeeping services for youth and adult sports managed by the City of Doral Parks & Recreation Department for a period of two (2) years with one (1) years renewal, in an amount not to exceed budgeted funds in account 001.90005.500340 Contractual Services-Other. The agreement is 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 interest of the City. This Authorization does not create or confer any rights to MiamiBasketball.net.

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 Vice Mayor Cabrera who moved its adoption.

The motion was seconded by Councilman Puig-Corve and upon being put to a vote, the

vote was as follows:


Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 10 day of February, 2021.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY