



Edward Rojas
City Manager

December 6, 2017

Mr. Andre Daniels
Owner
7905 NW 108th Avenue
Doral, FL 33178

Ref: Contract Renewal – MiamiBasketball.net

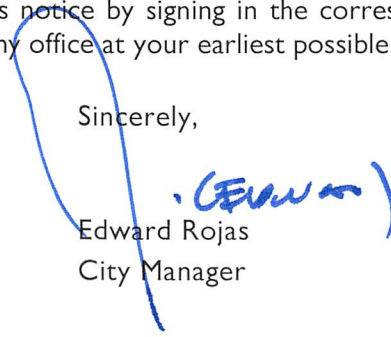
Dear Mr. Daniels:

The City of Doral is exercising its option to renew your agreement for the provision of officiating and scorekeeping services for a period of one year through December 2018. This contract renewal will be under the same terms and conditions as the original contract.

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,


Edward Rojas
City Manager

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

MiamiBasketball.net



Andre Daniels, Owner

12/9/2017

Date



Memorandum

Date: December 6, 2017

To: Barbara Hernandez, Parks & Recreation Director

From: Kenneth Harris, Athletics Coordinator 

Subject: Contract Renewal- MiamiBasketball.net (Officiating & Scorekeeping Services)

MiamiBasketball.net provides all of the game officials and scorekeepers for our youth and adult sports leagues and tournaments.

Under the leadership of Mr. Andre Daniels, MiamiBasketball.net continuously ensures that our leagues are officiated in a professional and organized manner. He has proven to be open to constructive criticism, suggestions and feedback when issues or concerns arise. Mr. Daniels has demonstrated a commitment to employing only capable and certified officials for every sport they provide services to the City of Doral.

Throughout the (5) year partnership between the City of Doral and MiamiBasketball.net, they have gone above and beyond to fulfill their contractual guidelines without fail.

It is my recommendation that the City renew its contract with MiamiBasketball.net for the final one-year renewal of the existing agreement (attached), ending December 2018.

Attachments

Professional Services Agreement- Officiating and Scorekeeping Services
Resolution No. 15-213

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
MIAMIBASKETBALL.NET
FOR
OFFICIATING & SCOREKEEPING SERVICES**

THIS AGREEMENT is made between **MIAMIBASKETBALL.NET, INC.**, an active, for-profit Florida Corporation, validly engaging business in the state of Florida (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

RECITALS

WHEREAS, in response to Request for Proposal #2015-30 "Officiating and Scorekeeping Services" (the "RFP"), the City of Doral (the "City") received one (1) response by September 14, 2015 at 11:00a.m. deadline with the company meeting the required criteria; and

WHEREAS, upon review of the bids received, Miami Basketball.net Inc. was deemed a responsive and responsible bidder; and

WHEREAS, Staff has recommended that the City Council award the RFP to MiamiBasketball.Net, Inc. and authorize the City Manager to negotiate and enter into an agreement with MiamiBasketball.net Inc. for the provision of officiating and scorekeeping services for the City of Doral Parks and Recreation Department for a period of one (1) year with an option of two one (1) year renewals for a total of three (3) years in an amount not to exceed \$50,000.00 per fiscal year.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The Provider shall furnish the professional services to the City as set forth in the Scope of Services found in Exhibit "A," which is attached to this Agreement and incorporated herein and made a part hereof by this reference.
 - 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.
2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for ONE YEAR from the date of execution of Agreement with an option of two one (1) year renewals for a total of three (3) years, unless earlier terminated in accordance with Paragraph 8.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project 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 "D" or the maximum amount of \$50,000.00 regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. The Provider shall invoice the City for all services rendered no later than two weeks after the service date. The invoice shall identify the services completed, along with dates and the amounts charged. Fees for officials, line judges, and scorekeepers listed in "Exhibit D" and 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 subcontractors and shall maintain responsibility for all work related to the Project.
- 4.2 Any subcontractors used on the Project 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 Project as is ordinarily provided by a professional fireworks display provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Conflict of Interest.**

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

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.
- 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 Project 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.

- 8.5 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, they must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.

9. **Insurance.**

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

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

10. **Nondiscrimination.**

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

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

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

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

12. **Indemnification.**

- 12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements 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 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: Andre Daniels, Owner
MiamiBasketball.net, Inc.
P.O. Box 823011

14. **Governing Law.**

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

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

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

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

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

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

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

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee 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 contractor 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. **Representations and Warranties of Provider.**

20.1 Avolve hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

20.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

20.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Avolve in accordance with its terms; and

20.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

21. **Compliance with Laws.**

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

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 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.

25. **Survival of Provisions**

25.1 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.

26. **Prohibition of Contingency Fees.**

26.1 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.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God,

the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 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.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:



Connie Diaz, City Clerk


CITY OF DORAL

By:  (Edward Rojas)

Edward Rojas, City Manager

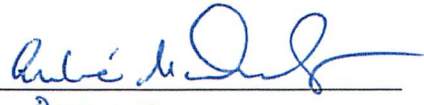
Date: 12.14.15

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



Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

PROVIDER

By: 

Its: Owner
Date: 12/15/2015

Exhibit "A"

SCOPE OF SERVICES

3.1 Purpose

The City of Doral is requesting proposals from parties capable of providing officiating and scorekeeping services for youth and adult athletic leagues as well as teen tournaments.

3.2 Definition

Officials shall be defined as one who administers the rules of a game or sport and shall be inclusive of the term referee, line judge, scorekeeper, and umpire unless stated otherwise.

3.3 Sports Field and Court Locations

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

3.3.1 The City reserves the right to add or change game locations as seen fit.

3.4 Provider(s) Responsibility

3.4.1 The selected Provider will be expected to assign the required number of officials/line judges/scorekeepers per games scheduled as determined by the City's Recreation Programs Coordinator. As noted in Section 3.5, different leagues overlap throughout the calendar year. Provider must provide enough officials for each individual league.

3.4.2 The City reserves the right to increase or decrease the amount of officials/line judges/scorekeepers per game as seen fit. Any additional officials/line judges/scorekeepers will be at the contracted rate per official/line judge/scorekeeper.

3.4.3 It will be the responsibility of the provider to include any additional fees for providing officiating/scorekeeping services into the unit price per game for officials, line judges & scorekeepers when submitting their proposal for this RFP. The City will not pay for any additional fees outside of the contracted per game rate for officials, line judges, & scorekeepers.

3.4.4 The selected Provider must assign officials who at minimum are certified at the high school level (Ex. FHSAA) and have a full understanding of the officiating rules for the respective sport they are assigned too. A signed affidavit from the

Provider must be submitted to the City ensuring that officials meet the certification requirements.

3.4.5 The Provider must complete the following national background screening tests on a yearly basis for any official/scorekeeper 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.

- Social Security Verification
- Address Trace
- Local Criminal Record Search
- National Criminal Record Search
- Sex Offender Registry

The Provider must submit a signed affidavit (Exhibit “C”) to the City stating that the above mentioned background screening tests has been completed for all of 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.

3.4.6 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.

3.4.7 The City shall not be held responsible for any accident or injury sustained by the association’s officials/line judges/scorekeepers.

3.4.8 City representatives shall have the right to evaluate, and refuse the service of any official/line judge/scorekeeper from the Provider. The results of the evaluations will be shared with the Provider.

3.5 History of Sports Officiating & Scorekeeping Service Use

The following table represents the City of Doral usage requirements for sports official services during the years of 2015-2017. Proposers are encouraged to use this information as an estimate for reference and guidance purposes only. The City reserves the right to increase or decrease the estimated usage indicated below and/or secure services during other weeks and months not indicated at the sole discretion of the City.

Doral Recreational League Schedule Overview

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+) Co-Ed Volleyball												
Adult Softball (18+)												
Adult (18+) Soccer												

* Schedule is subject to change

3.5.1 The time of each game may vary, but the minimum time required by the City of Doral would be one (1) hour per game.

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 380-400 games including playoffs and championship
Length of Fall season:	9 Weeks (September-November), estimated 305 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
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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 300 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)
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:	Morgan Levy Park Doral Meadow 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 90 games including playoffs and championship
Game day(s):	Tuesday & Thursday
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+) Softball League	
Age of players per league:	18+ years old
Number of seasons per year:	One (1)
Length of each season:	10 Weeks (March-May), estimated 40 games including playoffs and championship
Game day(s):	Fridays & Sundays
Number of officials needed per game:	Regular Season: Two (2)
Number of score keepers needed per game:	One (1)
Location(s) of league:	Doral Legacy Park

Adult (18+) Co-Ed Volleyball League	
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
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:	U.S. Southern Command Military Base

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	

3.5.2 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.

3.5.3 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.

3.5.4 The City reserves the right to remove or add leagues and tournaments as necessary. Additional leagues or tournaments will automatically be awarded to the vendor who

is awarded that particular group that the league or event falls into (i.e. Youth Sports or Adults Sports).

3.5.5 The City reserves the right to increase or decrease the length of season for each league/tournament.

3.5.6 The City reserves the right to select more than one (1) provider to provide the services mentioned in this RFP.

3.5.7 The Proposer shall provide add/deduct cost of providing officiating/scorekeeping services for Adult (18+) Soccer League. The City reserves the right to remove Adult (18+) Soccer League from this RFP before awarding a proposer.

3.6 Attire

3.6.1 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.)

3.6.2 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.

3.7 Scheduling

3.7.1 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.

3.8 Officiating / Scorekeeper Procedures

3.8.1 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 3.10.

- 3.8.2 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.
- 3.8.3 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.

3.9 Cancellation/Forfeited/Delayed Games

- 3.9.1 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.
- 3.9.2 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.
- 3.9.3 Notification of cancelled or forfeited games shall be provided by the Recreation Programs Coordinator, or designee, assigned by the Parks & Recreation Director to oversee the assigned program or league. Notification shall be made in writing by email and by phone.
- 3.9.4 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 Recreation Programs Coordinator, or, designee, assigned by the Parks & Recreation Director to oversee the assigned program or league.
- 3.9.5 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.

3.10 Fines

The table below represents fines that shall be assessed to the Provider for non-compliance:

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

3.11 Reimbursements & Payment

- 3.11.1** 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.
- 3.11.2** 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).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/03/15

PRODUCER Southern Star Insurance Agency Inc
8338 SW 8th Street
Miami, FL 33144
Phone (305) 262-2740 Fax (305) 262-2647

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Miami Basketball Net Inc
18149 SW 3 St
Pembroke Pines, FL 33028
(786) 205-5198

INSURERS AFFORDING COVERAGE
INSURER A SCOTTSDALE INSURANCE CO
INSURER B
INSURER C
INSURER D
INSURER E
INSURER F

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE 1,000,000.00
	✓ COMMERCIAL GENERAL LIABILITY	CPS1812227	06/26/15	06/26/16	DAMAGE TO RENTED PREMISES (EA OCCURRENCE) 50,000.00
	CLAIMS MADE ✓ OCCUR				MED EXP (Any one person) 5,000.00
					PERSONAL & ADV INJURY 1,000,000.00
					GENERAL AGGREGATE 2,000,000.00
					PRODUCTS - COMP/OP AGG 1,000,000.00
					COMBINED SINGLE LIMIT (EA accident)
					BODILY INJURY (Per person)
					BODILY INJURY (Per accident)
					PROPERTY DAMAGE (Per accident)
					AUTO ONLY EA ACCIDENT
					OTHER THAN EA ACC
					AUTO ONLY AGG
					EACH OCCURRENCE
					AGGREGATE
					WC STATUTORY LIMITS OTHER
					EA EACH ACCIDENT
					EA DISEASE - EA EMPLOYEE
					EA DISEASE - POLICY LIMIT

APPROVED BY RISK MANAGEMENT
9/8/15

DATE: _____
SIGNATURE: _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CITY OF DORAL IS LISTED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY COVERAGE

CERTIFICATE HOLDER

CITY OF DORAL
8401 NW 53RD TERR
DORAL, FL 33166

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
ROBERTO OJEDA

“Exhibit D”

Service Cost 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 Official per Game/ Hour	Unit Price per Line Judge per Game/ Hour	Unit Price per Scorekeeper per Game/ Hour	Total Price (Sum of providing services as requested for entire league/program)
1	Youth (17 and under) Co-Ed Basketball Estimated # of Games: 300 # of Officials needed per game: 2 # of Scorekeepers needed per game: 1	\$ 28/Game	N/A	\$ 15/Game	\$21,300.00
2	Youth (17 and under) Co-Ed Flag Football Estimated # of Games: 120 # of Officials needed per game: 2 # of Scorekeepers needed per game: 1	\$ 28/Game	N/A	\$ 15/Game	\$8,520.00
3	Teen Sports Tournaments Estimated # of Hours: 12 # of Officials needed per hour: 2	\$ 55/Hour	N/A	N/A	\$1,320.00
Grand Total for Youth Sports					\$31,140.00

Adult Sports (18+):

Item	Description	Unit Price per Official per Game/ Hour	Unit Price per Line Judge per Game/ Hour	Unit Price per Scorekeeper per Game/ Hour	Total Price (Sum of providing services as requested for entire league/program)
1	Adult (18+) Basketball League Estimated # of Games: 102 # of Officials needed per game: 2 # of Scorekeepers needed per game: 1	\$ 35/Game	N/A	\$ 15/Game	\$8,670.00

2	Adult (18+) Softball Estimated # of Games: 36 # of Officials needed per game: 2 # of Scorekeepers needed per game: 1	\$ 35/Game	N/A	\$ 15/Game	\$3,060.00
3	Adult (18+) Co-Ed Volleyball Estimated # of Games: 36 # of Officials needed per game: 1 # of Line Judges needed per game: 2 # of Scorekeepers needed per game: 1	\$ 35/Game	\$ 17/Game	\$ 15/Game	\$3,024.00
Grand Total for Adult Sports					\$14,754.00

Add/Deduct Services:

Item	Description	Unit Price per Official per Game/ Hour	Unit Price per Line Judge per Game/ Hour	Unit Price per Scorekeeper per Game/ Hour	Total Price (Sum of providing services as requested for entire league/program)
1	Adult (18+) Soccer Estimated # of Games: 35 # of Officials needed per game: 2	\$ 38/Game	N/A	N/A	\$2,660.00

RESOLUTION No. 15-213

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED RFP 2015-30 "OFFICIATING AND SCOREKEEPING SERVICES" TO MIAMIBASKETBALL.NET, INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR THE PROVISION OF OFFICIATING AND SCOREKEEPING SERVICES FOR THE CITY OF DORAL PARKS AND RECREATION DEPARTMENT FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION OF TWO ONE (1) YEAR RENEWALS FOR A TOTAL OF THREE (3) YEARS IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER FISCAL YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to Request for Proposal #2015-30 "Officiating and Scorekeeping Services" (the "RFP"), the City of Doral (the "City") received one (1) response by September 14, 2015 at 11:00a.m. deadline with the company meeting the required criteria; and

WHEREAS, upon review of the bids received, Miami Basketball.net Inc. was deemed a responsive and responsible bidder; and

WHEREAS, Staff has recommended that the City Council award the RFP to MiamiBasketball.Net, Inc. and authorize the City Manager to negotiate and enter into an agreement with MiamiBasketball.net Inc. for the provision of officiating and scorekeeping services for the City of Doral Parks and Recreation Department for a period of one (1) year with an option of two one (1) year renewals for a total of three (3) years in an amount not to exceed \$50,000.00 per fiscal year.

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. The provision of officiating and scorekeeping services for the City of Doral Parks and Recreation Department by MiamiBasketball.net is hereby approved.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with MiamiBasketball.net Inc. in accordance with the terms of its proposal and on such terms and condition as may be appropriate to protect and further the interests of the City for this matter. This Authorization does not create or confer any rights to MiamiBasketball.net, Inc.

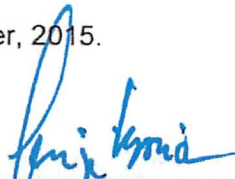
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the provisions of this Resolution.

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

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


Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 4 day of November, 2015.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIERMANN, PL
CITY ATTORNEY