

RESOLUTION No. 14-84

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DORAL LITTLE LEAGUE, IN SUBSTANTIALLY THE FORM PROVIDED, FOR THE PROVISION OF RECREATIONAL YOUTH BASEBALL PROGRAM MANAGEMENT FOR A PERIOD OF ONE (1) YEAR WITH TWO (2) ONE (1) YEAR RENEWALS FOR A TOTAL OF THREE (3) YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Mayor and City Council authorized the City Manager to negotiate an agreement with Doral Little League for the provision of recreational youth baseball programming for the City of Doral (the "City") during the March 12, 2014 Council Meeting; and

WHEREAS, under the proposed and recommended agreement, which is attached hereto as Exhibit "A" and incorporated herein and made a part here of by this reference (the "Agreement"), the City will receive a maximum of 20% of all seasonal fees collected by Doral Little League at City parks; and

WHEREAS, the Mayor and City Council believe that it is in the City's best interest to enter into the Agreement with Doral Little League for provision of recreational youth baseball.

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

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

Section 2. Authorization to Enter into Agreement. The City Manager is hereby authorized to enter into an agreement, in substantially the form attached hereto as

Exhibit "A", subject to final approval as to form and legal sufficiency by the City Attorney, for the provision of recreational youth baseball program management services for a period of one (1) year with two (2) one (1) year renewals for a total of three (3) years.

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.

By unanimous consensus of the City Council, the item was approved

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

PASSED and ADOPTED this 11th day of June, 2014



LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



WEISS, SEROTA, HELFMAN, PASTORIZA
COLE AND BONISKE
CITY ATTORNEY

EXHIBIT “A”

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
DORAL LITTLE LEAGUE, INC**

THIS AGREEMENT is made between **DORAL LITTLE LEAGUE, INC**, a Florida corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for baseball program management services (the “Services”); and

WHEREAS, the City desires to engage the Provider to perform the Services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**
 - 1.1 The Provider shall furnish the Services to the City as set forth in the Scope of Services as specified in Exhibit “A,” attached to this Agreement and incorporated herein by this reference.
2. **Term/Commencement Date.**
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through August 1, 2015, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this Agreement for two (2) additional one (1) year periods once the initial term of this agreement has expired. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Provider.
 - 2.2 Provider agrees that time is of the essence and Provider shall complete the Services within the timeframes set forth in the Scope of Services, unless extended by the City Manager.
 - 2.3 After a two (2) month trial period, the class will be evaluated by the Department, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, class enrollment should fall below the required minimum, the Provider will be allotted four (4) weeks to bring enrollment up to the required minimum. The class will be reevaluated and execution or termination of the contract will be determined by the Department.

3. **Compensation and Payment.**

3.1 The City shall be compensated in the following manner:

In consideration of the releases and indemnities contained herein and of the Provider's Services in connection with the classes, programs, and activities, described herein, the City shall be entitled to a maximum of 20% of the fees paid by participants and the Provider shall be entitled to the remaining 80% of fees paid. The non-resident surcharge is fully payable to the City and shall not be included in the monthly gross income calculation.

The Provider agrees to collect all fees from participants, and the Provider agrees to provide City with a schedule of fees to be charged to participants (**Exhibit "A" Section 1.1**). The Provider shall collect the fees from the participants and remit 20% of the fees collected to the City with a pay-out report of all monies collected. Payment must be made to the City within ten to fourteen (10-14) business days of the end of each month or session or program, whichever occurs first.

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

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

4. **Subprovider.**

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

4.2 Any subprovider used must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider 's written request, all available maps, plans, existing studies, reports and other data pertinent to the Services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform Services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional baseball program provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Services.
- 8.3 In the event of termination by the City, the Provider shall be paid for all Services provided through the date of termination, subject to Provider first complying with the provisions of Paragraph 8.4.
- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the City, in a hard copy and electronic format specified by the City within 14 days from the

date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

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

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

10. **Nondiscrimination.**

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

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

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

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

12. **Indemnification.**

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider’s performance or non-performance of any provision of this Agreement including, but not limited

to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Jose Olivo, Jr., City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Weiss Serota Helfman Pastoriza Cole & Boniske, PL
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Provider: _____

14. **Governing Law.**

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

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

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

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

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

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

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

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

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be

affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

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

20. **Compliance with Laws.**

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition Of Contingency Fees.**

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

24. **Counterparts**

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

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

Attest:

CITY OF DORAL

Barbara Herrera, City Clerk

By: _____
Jose Olivo, Jr., City Manager

Date: _____

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

Weiss Serota Helfman Pastoriza Cole & Boniske, PL, City Attorney

PROVIDER

By: _____
Jose Santiago

President, Doral Little League, Inc.

Date: _____

EXHIBIT "A"

ARTICLE 1.0 SCOPE OF SERVICES

- 1.1 **PRICING:** The Provider agrees that the price for the classes provided and outlined in this contract will be set at as outlined in **Exhibit "F"** throughout the duration of the contract period. If the Provider wishes to make any changes in the price of the class, they must request and receive written approval from the City. The City reserves the right to deny any changes in price during the duration of this contract period.
- 1.2 **PROGRAM PROPOSALS:** The Provider and The Director of the Parks & Recreation Department or his/her designee, hereinafter referred to as the "Department", will agree upon class schedules. *Provider agrees to submit a Program Request Form to the Department for each class being proposed not less than eight (8) weeks prior to the beginning of each session.* All such forms shall be deemed to form a part of this Agreement. Classes and other programs should be at least fifty (50) minutes in length to allow for setup time for back to back classes.
- 1.3 **PROGRAMMING DAYS AND TIMES:** The Provider's services shall be performed on the days and hours set forth on the Program Request Form submitted for such services, such form set forth as **Exhibit "E"** hereto.
- 1.4 **MINIMUM ENROLLMENT:** Provider must meet minimum student enrollment (5 participants) based upon the type of program as described below in Article 3.0 titled "Activity Classifications and Class Size Minimums". The City will provide the classroom or field space with a maximum of twenty-five (25) participants per class. *The Provider agrees to take daily attendance of all students registered for the class.*
- 1.5 **REGISTRATION FEES:** The fee charged to each participant will be described as in the Program Request Form for such class for residents of Doral and **20% more** for non-residents of Doral. The entire balance of this surcharge for non-residents shall be paid to the City. Provider may not charge more than the approved rate listed on **Exhibit "F"**.
- 1.6 **REVENUES:** The City shall be entitled to a percentage of gross revenue on seasonal fees in the following escalation scale: 10% for Fall 2014, 15% for Spring 2015, and 20% for Fall 2015 and every subsequent season under this agreement.
- 1.7 **TOURNAMENTS:** In the event that the Provider would like to conduct or participate in tournaments outside of regular seasonal activities, the Provider must first receive approval from the City on dates, times and locations at least two weeks prior to the first scheduled tournament activity or game. Upon approval,

the Provider will be charged a discounted field rental fee of \$10 per hour payable to the City.

- 1.8 **CLINICS:** The Provider agrees to submit a Program Request Form to the Department for each session not less than four (4) weeks prior to the scheduled start of a clinic. The Provider agrees that one (1) field must remain open to the public at all times when clinics are conducted at Doral Meadow Park. Final approval by the City is subject to, but not limited to, field availability. The Provider agrees to pay a discounted field rental rate of \$10 per hour for all clinics conducted at facilities covered in this agreement.
- 1.9 **PAYMENT TO CITY:** The Provider shall submit payments to the City on a monthly basis. All payments to the City shall include a detailed accounting of all revenues as provided for in **Exhibit "H"**.
- 1.10 **NON-RESIDENT RATES:** Non-resident rates or fees **shall** be charged to program participants that do not reside in the City of Doral **AND/OR** reside within any incorporated communities in Miami-Dade County.
- 1.11 **UNINCORPORATED RATES:** Non-resident rates or fees **shall not** be charged to program participants that reside within any of the unincorporated communities of Miami-Dade County. The Provider understands this clause exists because of special conditions outlined in the transfer agreements between Miami-Dade County and the City for Doral Meadow Park, Morgan Levy Park, and J.C. Bermudez Park.
- 1.12 **LIMIT ON NON-RESIDENTS:** Non-residents cannot exceed thirty (30) percent of the full league roster unless specifically authorized by the Parks and Recreation Director.
- 1.13 **FINANCIAL STANDING:** The Provider warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 1.14 **PROGRAM EXPENSES:** The Provider agrees that they shall be solely responsible for all costs and /or expenses associated with, or as a result of its operation under this Agreement. The Provider shall stipulate and certify that he/she is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of this Agreement.
- 1.15 **NON-EXCLUSIVITY:** This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to purchase the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or

similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.

- 1.16 **APPROVAL OF ADVERTISING:** *Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.*
- 1.17 **ADVERTISING ASSISTANCE:** The City will assist in advertising and promotion the program including, but not limited to, the City's website, electronic and paper publications, Doral TV, and social media outlets.
- 1.18 **THIRD PARTY ADVERTISING:** The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider.
- 1.19 **RULES AND REGULATIONS:** The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. *Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement*
- 1.20 **APPROVAL OF PROVIDER PERSONNEL:** All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department.
- 1.21 **SUPERVISION BY PROVIDER:** Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- 1.22 **COMPLIANCE WITH DEPARTMENT POLICIES AND PROCEDURES:** Although the City shall not control the instructor's techniques, methods, procedures, or sequence of instruction, the Provider will endeavor to comply with the City's and Department's policies and procedures so as not to interfere with their operation, harm or damage the equipment or facilities afforded to Provider for his/her class or to otherwise disrupt the other on-site activities being offered at such public facilities.
- 1.23 **PRIMARY RESPONSIBILITY:** The Provider also acknowledges that he or she is primarily responsible for the conduct of the students in all classes under his or her charge.
- 1.24 **BACKGROUND CHECKS:** If the Provider will be providing Services directly with minor children without parental supervision, the Provider shall, prior to

commencing Services under this Agreement, comply with the City's policy regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level II screening. The City will furnish the Provider with a background release form (**Exhibit "C"**) for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will come in contact with a child at the Provider's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's employees or any individual who will come in contact with a child at the City through Provider or at Provider's direction, authorizing the City to conduct an inquiry. The result of the inquiry may be deemed acceptable by the City in its sole and complete discretion. *If the Provider has recently had a background screening conducted by another agency, the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* Provider and its employees must also execute a Waiver of Release and Liability (**Exhibit "D"**).

- 1.25 **BACKGROUND CHECK REQUIREMENTS:** The Provider shall complete the following national background screening tests on a yearly basis for staff and volunteers and disqualify any staff or volunteers from participating with the program due to results of a criminal background check in accordance with State and Federal law as well as any background checks guidelines resulting from a league affiliation. Social Security Verification, Address Trace, Local Criminal Record Search, National Criminal Record Search, Sex Offender Registry.
- 1.26 **WAIVER AND RELEASE OF LIABILITY:** The City shall require all participants in the programs to sign a Waiver and Release of Liability located on the Registration Form, a copy of which is attached hereto as **Exhibit "D."**
- 1.27 **CANCELLATIONS:** The Provider must notify the Department in writing of any class cancellations at least ten (10) business days prior to the scheduled cancellation.
- 1.28 **MONTHLY FINANCIAL REPORTS:** The Provider shall provide the City with monthly financial reports including, but not limited to, debits, credits, and current balance(s).
- 1.29 **ANNUAL FINANCIAL AUDIT:** The Provider shall submit a financial audit to the City once every calendar year. All fees and charges associated with the audit will be the responsibility of the Provider. This audit would include, but not be limited to, the numbers and demographics of children served, number of volunteers, and financial conditions of league including all revenues and expenditures, and (2) an electronic listing of all participants identifying by age, address and zip code within thirty (30) days from commencement of the playing season(s).
- 1.30 **CITY FACILITIES:** "City Facilities" shall be defined as all facilities owned and operated by the City of Doral as outlined in **Exhibit "G"**. The City reserves the

right to add or delete locations from the **Exhibit “G”** at any time during the duration of this agreement.

- 1.31 **THIRD PARTY FACILITIES:** “Third Party Facilities” shall be defined as all facilities owned and operated by other government agencies or private organizations as outlined in **Exhibit “G”**. The City reserves the right to add or delete locations from the **Exhibit “G”** at any time during the duration of this agreement.
- 1.32 **CITY ACTIVITIES:** The parties agree that activities sanctioned and/or operated by the City shall have first priority for use of said facilities, notwithstanding any other provisions in the agreement.
- 1.33 **LOCATION CHANGES:** The City reserves the right to add or change game and practice locations as required to ensure the proper operation of the league.
- 1.34 **USE OF BATTING CAGES:** The City and Provider shall agree upon a predetermined schedule for the use of the batting cage located at Doral Meadow Park by program participants.
- 1.35 **ASSESSMENT OF FACILITIES:** The Provider along with the City shall inspect all areas of use for practice and games prior to use with the condition of the facilities as well as any issues documented in a facility report. This facility report shall be submitted to the supervisor on-duty at each facility in a time efficient matter.
- 1.36 **AS-IS CONDITION:** The Provider shall accept City facilities in 'as-is' condition and shall be responsible for an inspection and/or assessment of the facility conditions, and determination of all necessary and/or needed improvements.
- 1.37 **ALTERATIONS TO FACILITIES:** The Provider shall not make any permanent or temporary alterations, improvements or additions to City Facilities, or City affiliated facilities without prior written approval from the Parks & Recreation Director.
- 1.38 **ORIGINAL STATE:** The Provider shall remove any temporary alterations, improvements, or additions to City facilities, or City affiliated facilities at the conclusion of the contract term unless noted otherwise in written form by the Parks & Recreation Director.
- 1.39 **FACILITY MAINTENANCE:** The City shall be responsible for reasonable maintenance of City Facilities during the term and shall maintain the City Facilities in a safe, clean and neat condition. However, the Provider shall ensure that all garbage found in the dugouts, on the fields, and within 10 yards of the fields is collected and properly disposed at the conclusion of each game or league sanctioned activity.

- 1.40 **DAMAGES:** Provider shall be responsible for any maintenance or repairs resulting from damages caused by Provider or its employees, agents, guests, invitees, participants and spectators.
- 1.41 **REGISTRATION LIMITATIONS:** The Provider shall limit registration and play in accordance with available facilities authorized by the City and agrees not to make demands for additional facilities which are not available or do not exist with the City.
- 1.42 **JOINT-USE AGREEMENTS:** The Provider understands that the City has negotiated and entered into joint-use agreements with the Third Party Facilities outlined in **Exhibit “G”**. The Provider shall ensure that any activities conducted at these facilities do not negatively affect the working relationship the City has developed with these Third Party Facilities. Failure to comply with this section shall be grounds for the termination of this contract.
- 1.43 **APPROVAL OF SERVICES:** The Provider shall not partner with a third partner to offer program services at City/Third Party Facilities without the prior written consent of the City.
- 1.44 **CONCESSIONS:** The Provider shall not operate or provide any concession services at City Facilities unless specified otherwise in a separate agreement with the City.
- 1.45 **STORAGE:** The Provider shall be responsible for the storage and maintenance of all league equipment. The City shall approve all equipment stored by the Provider at all City Facilities. The Provider assumes the responsibility for any equipment stored at City/Third Party Facilities. The Provider understands that the City may add or delete space as deemed necessary to guarantee the successful operation of other City programming.
- 1.46 **INCLEMENT WEATHER:** In the event of inclement weather, City staff will have the final determination as to whether the fields are in safe and playable condition. The City of Doral will make a reasonable effort to have the fields ready for play without sacrificing the safety of City staff and participating patrons. This is to include the use of dry agents as well as alternate means used during field preparations.
- 1.47 **THORGUARD SYSTEM:** A Thorguard system has been installed at Doral Meadow Park in order to detect lightning within a six (6) mile radius. In the event this system goes off all park activities are to cease. Once an all clear sign has been received all activities may then resume.
- 1.48 **LEAGUE CONSTITUTION:** The Provider shall provide to the City a copy of the bylaws and or constitution that governs the operations of the program.

- 1.49 **MODIFICATIONS TO PROVIDER OPERATIONS:** The Provider shall notify the City of any changes made to any organizational, management, or programming thirty (30) days prior to the implementation of the changes.
- 1.50 **REGISTRATION PROCEDURES:** The Provider shall follow and support the registration procedures and policies of the City allowing for both onsite and online registration in addition to the acceptance of credit cards, checks, money orders, and cash for registration payments.
- 1.51 **SKILLS ASSESSMENT:** The Provider shall conduct a skills assessment/tryout. Every child should have the opportunity to try out.
- 1.52 **APPROVAL OF SEASON SCHEDULE:** The Provider shall submit to the City, prior to the beginning of the league season(s), a schedule of registration dates, try-out dates, field practices, batting cage practice, games, and subsequent make-up games for the entire season at a minimum of thirty (30) days prior to the commencement of the season to allow for coordination in a timely matter.
- 1.53 **APPROVAL OF PRACTICE/GAME SCHEDULES:** Provider shall have approval from the City's Recreation Programs Coordinator overseeing program before advertising any practice/game schedules to participants.
- 1.54 **SCHEDULING:** The City reserves the right to cancel or reschedule any of the Provider's classes, in the case of scheduling conflicts or other emergencies, as determined by the Department.
- 1.55 **TEAM ROSTERS:** Prior to the commencement of each season, tournament, or any other league organized activity the Provider shall submit to the City a list of players and coaches from every team with basic information (full names, full names of guardians, whether participant is a resident or non-resident, addresses, phone numbers, dates of birth, etc.)
- 1.56 **TIMELY CONCLUSION OF GAMES:** The Provider shall schedule all practices and games to ensure the conclusion by the posted closing times at each facility. Please see **Exhibit "G"** as a reference.
- 1.57 **MINIMUM NUMBER OF GAMES:** The Provider shall develop a league schedule for each division of play guaranteeing each team a minimum of ten (10) league games not including any play-off or postseason games.
- 1.58 **PRACTICE EQUIPMENT:** The Provider shall at their own expense provide each team coach with all equipment necessary for practices and games.
- 1.59 **EQUIPMENT SAFETY GUIDELINES:** The Provider shall ensure that all equipment and uniforms meet safety guidelines based on program and/or affiliated league specifications.

- 1.60 **UNIFORMS:** The Provider shall at their own cost provide uniforms for all staff, volunteers, players and umpires participating in the program. Uniforms should be consistent and easily to identify and differentiate between staff, volunteers, players, and umpires. Uniforms should consist of: Staff Uniform: Shirt or Jersey, Player Uniforms: Hat, jersey, pants, belt, and socks, Volunteer Coach Uniform: Hat and shirt or jersey, Team Parents/All Other Volunteers: Shirt or jersey, Umpire Uniform: Umpire shirt and pants or shorts.
- 1.61 **APPROVAL OF UNIFORMS:** The City shall reserve the right to approve or reject uniforms and equipment to ensure safety and quality.
- 1.62 **PUBLIC MEETINGS:** The Provider shall conduct a minimum of three (3) public meetings per season and agrees to notify all parents of registered participants of the Provider and City when such public meeting(s) involve Provider matters. These meetings shall take place prior to the start of the season, midway through the season, and after the completion of the season for each of the seasons that the program is offered.
- 1.63 **PARTICIPANT SUPERVISION:** The Provider shall monitor and control all program participants, including, but not limited to players, coaches, umpires, volunteers, spectators, guests and invitees while City, City associated, and offsite facilities. Adhering to standards of conduct and disciplinary penalties and/or action as may be necessary to ensure a safe and amicable environment for participants, spectators, guests, invitees and other patrons.
- 1.64 **AWARDS:** The Provider may at their own cost, provide participation awards for all participants in the program.
- 1.65 **TOURNAMENTS:** The Provider shall have the opportunity to propose tournaments throughout the calendar year. The Provider shall submit to the City a proposal outlining the proposed dates, times, locations, number of total games, pricing, and age groups no later than sixty (60) days prior to the proposed commencement of the tournament. The City reserves the right to approve or deny all requests for tournaments to be held at any City/Third Party Facility.
- 1.66 **STAFFING:** The Provider shall recruit, train and assign staff and or volunteers to perform all tasks associated with conducting a youth baseball and/or softball program. These staff or volunteers shall include coaches, game officials (umpires), scoreboard operators, scorekeepers, team parents, and site supervisors.
- 1.67 **COACHES' CLINICS:** The Provider shall at its own cost provide qualified staff to conduct a coaches' clinic for all program coaches.
- 1.68 **SUBMISSION OF BACKGROUND CHECKS:** The Provider shall submit to the City copies of background clearances from the company used to conduct the background checks for all such individuals involved in the program. Furthermore, Provider shall assign staff who have successfully passed a background check to supervise all team practices and games involving teams

whose coach has not yet passed the required background check. The background checks shall be conducted by a company approved by the City.

- 1.69 **LEAGUE SAFETY GUIDELINES:** The Provider's overall program shall include guidelines for safety as well as guidelines for the conduct of league officials in interfacing with the general public and City officials. Specifically, abusive language and/or profanity is unacceptable and will not be tolerated, and nothing less than a professional demeanor will be expected. Disciplinary action by the City may include, but not be limited to, suspension of violators from City and Third Party Facilities for a term at the discretion of the Parks and Recreation Director or designee.
- 1.70 **INCIDENT REPORTS:** The Provider shall adhere to City guidelines regarding incidents that occur involving participants, staff, and/or patrons.
- 1.71 **DISCIPLINARY ACTION:** The City reserves the right to bar any of the Provider's employees, coaches, volunteers, vendors and any other third parties from performing work at all facilities for any inappropriate behavior that does not adhere to guidelines established by the City.
- 1.72 **SPONSORSHIP AND FUNDRAISING:** The Provider shall be authorized to implement a fundraising and sponsorship program. All fundraising and sponsorship programs including sponsor benefits must adhere to City sponsorship guidelines. The City shall review all fundraising and sponsorship programs.

ARTICLE 2.0

Equipment & Materials

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

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

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

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

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

ARTICLE 3.0 **American Disabilities Act**

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

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

ARTICLE 4.0 **Miscellaneous**

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

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

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

EXHIBIT "B"

**INSURANCE REQUIREMENTS
AGREEMENTS FOR OUTSIDE PROVIDERS**

I. Commercial General Liability

A. Limits of Liability

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

B. Endorsements Required

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

II. Workers Compensation (If Applicable)

Statutory- State of Florida

Employer's Liability

A. Limits of Liability

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

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

A. Limits of Liability

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

"Retro Date" coverage included

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

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

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



EXHIBIT "C"

Parks and Recreation
BACKGROUND CHECK RELEASE FORM

[] VOLUNTEER [] CONTRACTUAL [] EMPLOYEE

BY SIGNING THIS FORM, I AUTHORIZE THE CITY OF DORAL TO CONDUCT A CRIMINAL BACKGROUND CHECK UNDER THE CITY OF DORAL'S VOLUNTEER/EMPLOYMENT POLICY. I UNDERSTAND THAT SOUTHEASTERN SECURITY CONSULTANTS, INC., HAS BEEN SOLICITED BY THE CITY OF DORAL TO CONDUCT CRIMINAL BACKGROUND CHECKS FOR ALL CITY EMPLOYEES/VOLUNTEERS.

I ALSO UNDERSTAND THAT THE RESULT OF THE BACKGROUND CHECK WILL BE CONSIDERED, ALONG WITH ALL OTHER INFORMATION SUBMITTED, IN MAKING A DECISION REGARDING MY SUITABILITY AS AN EMPLOYEE/VOLUNTEER FOR THE CITY OF DORAL.

NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBER

Please be advised that, consistent with Section 119.071(5), Florida Statutes, the City of Doral collects social security numbers on its employment and volunteer applications. The purpose and need for the collection of social security numbers is to conduct a criminal background and credit history check, if applicable, on the candidate applying as an employee or volunteer. The social security numbers collected by the City of Doral will not be used for any purpose other than to conduct a criminal background and credit history check. The City of Doral will not release the social security number to any individual or agency unless required by court order or state law.

CURRENT PERSONAL DATA

NAME _____

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:

[x] Criminal background records/information

[x] National Sex Offender Registry check

Credit History Check

Signature of person making this request _____ Title _____

5-13-2009

EXHIBIT "D"
CITY OF DORAL

WAIVER AND RELEASE OF LIABILITY/MEDICAL TREATMENT CONSENT

TO THE CITY OF DORAL: in consideration of the opportunity afforded to me or my minor child/ward to participate in the activity described in the Registration Form at:

Morgan Levy Park, 5300 NW 102nd Avenue / Doral Meadow Park, 11555 NW 58th Street &
J.C. Bermudez, Park 3000 NW 87th Avenue.

(Name and Address of Facility)

I, the undersigned, on behalf of myself or my child/ward named in the Registration form, do freely agree to make the following contractual representations and agreements.

I, on behalf of myself or my child/ward named in the Registration Form, acknowledge and understand that participation in the activity involves the risk of serious injury, including permanent disability and/or death and severe social and economic losses.

I, on behalf of myself or my child/ward named in the Registration Form, do hereby knowingly, freely, and voluntarily assume all liability for any damage or injury which may occur as a result of me or my child/ward's participation in such activity and will indemnify and hold harmless from any and all liability to release, waive, discharge, and covenant not to sue the City of Doral, its officers, agents, employees, and volunteers from any and all liability or claims which may be sustained by me, my minor child/ward, or a third party directly or indirectly in conjunction with, or arising out of participation in the activity described herein, whether caused in whole or in part by the negligence of the City of Doral or otherwise.

I, on behalf of myself or my child/ward named in the Registration Form, grant permission to transport the participant to and from events, activities, programs, etc. when required and hold harmless those who transport.

I, on behalf of myself or my child/ward named in the Registration Form, also agree to allow transportation of the participant to the nearest physician or hospital for medical treatment and agree for immediate first aid to injured person when deemed necessary.

PHOTO RELEASE

I give permission for any photograph, video tape, or any other form of audio visual record of myself or my child's participation with the City of Doral Parks and Recreation Department to be used by the City of Doral for publicity purposes.

I, on behalf of myself or my child/ward, have read the above provision, fully understand its terms, and understand that I, on behalf of myself or my child/ward, have given up substantial rights by signing this waiver and I acknowledge that I signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all

Name of Parent/Guardian: _____ Date: _____

Signature (Parent/Guardian if participant is a Minor): _____

liability to the greatest extent allowed by law and I agree that, if any portion of this Registration Form is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

DRAFT

EXHIBIT "E"

PROGRAM REQUEST FORM

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

Name of Program: _____

Participant Ages: _____

Day/s of the week program is offered: _____

Time of Program: _____ to _____

Program Dates: _____ to _____

Program Fee: _____

Program Enrollment: Minimum _____ Maximum _____

Materials to be supplied by participants: _____

Materials to be supplied by Instructor: _____

Materials to be supplied by the City of Doral: _____

Additional Program Requirements: _____

Instructor ('s)Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: (Day) _____ (Evening) _____

(E-mail): _____ (Fax) _____

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

EXHIBIT “F”

PRICING SHEET

				Proposed Minimum Number of Games per Team
	Registrant Cost	Sibling Discount	Manager/Co ach Discount	
Spring Season Fee (Resident)	\$180.00 - \$200.00	15%	50%/50%	18
Spring Season Fee (Non-Resident)	\$216.00 - \$264.00	15%	50%/50%	18
Fall Season Fee (Resident)	\$160.00 - \$200.00	15%	50%/50%	12
Fall Season Fee (Non-Resident)	\$192.00 - \$240.00	15%	50%/50%	12
Summer Training and Development (Resident)	\$50.00/one time \$60.00 per week	15%	N/A	0
Summer Training and Development (Non-Resident)	\$60.00/one time \$72.00 per week	15%	N/A	0

EXHIBIT “G”
FIELD LOCATIONS

Field Locations	Fields Specifications	Hours of Availability	Address
Doral Meadow Park (Owned by City)	Two (2) fields. Field #1: Grass infield. Meets Little League dimensions with lighting. Field #2: Clay infield. Meets specifications for 16 & under play and softball with lighting.	Weekdays: 8:00 AM - 10:00 PM Saturday: 9:00 AM – 10:00 PM Sunday: 9:00 AM – Sunset Holidays: 8:00 AM - 5:00 PM*	11555 NW 58 th Street Doral, FL 33178
Ronald Reagan - Doral Senior High School (Owned by Third Party)	Two (2) fields. Field #1: High school regulation-sized baseball field without lighting. Field #2: Small softball field without lighting.	Based on availability which is determined with the school prior to the start of the season.	8600 NW 107 th Avenue, Doral, FL 33178
Doral Academy Preparatory School (Owned by Third Party)	Two (2) fields of play. Field #1: High school regulation sized baseball field with lighting. Field #2: Small softball field without lighting.	Based on availability which is determined with the school prior to the start of the season.	11100 NW 27 th Street Doral, FL 33172
NW 114 th Avenue Park (Owned by the City)	One (1) field. Exact specifications to be determined.	Based on availability and approval by the Parks & Recreation Department for practices only.	NW 82 nd Street and NW 114 th Avenue

Facilities may close at earlier times during holidays.

** Provider shall have approval from the City’s Recreation Programs Coordinator overseeing program before advertising any practice/game schedules to participants.**

EXHIBIT H: PAYOUT FORM

Program : YOUTH BASEBALL PROGRAM		Instructor: YOUTH BASEBALL PROGRAM										
NOTES: SPRING SEASON		Address: _____										
Session Begins: SEP.- 1		SS#: _____										
Ends: SEP. 30		Facility: DORAL MEADOW PARK										
Start Time: 5:00 PM		Non-Resident Fee: \$ _____										
Resident Fee: \$ _____		End Time: 9:00 P.M.										
Non-Resident Fee: \$ _____		Resident Fee: \$ _____										
	Last	First	Res.	Non-Res 20% Sur	30%City	70% Ins	Last	First	Res.	Non- Res 20% Sur	20%City	80% Ins
1	DAMON	JOHNNY	\$ 150.00		\$ 45.00	\$ 105.00	22				\$ -	\$ -
2	BOND	JAMES	\$ 150.00	\$ 30.00	\$ 45.00	\$ 105.00	23				\$ -	\$ -
3	SHEFFIELD	GARY	\$ 150.00		\$ 45.00	\$ 105.00	24				\$ -	\$ -
4	ALOU	FELIPE	\$ 135.00		\$ 40.50	\$ 94.50	25				\$ -	\$ -
5	ALOU	MATTY	\$ 135.00		\$ 40.50	\$ 94.50	26				\$ -	\$ -
6					\$ -	\$ -	27				\$ -	\$ -
7					\$ -	\$ -	28				\$ -	\$ -
8					\$ -	\$ -	29				\$ -	\$ -
9					\$ -	\$ -	30				\$ -	\$ -
10					\$ -	\$ -	31				\$ -	\$ -
11					\$ -	\$ -	32				\$ -	\$ -
12					\$ -	\$ -	33				\$ -	\$ -
13					\$ -	\$ -	34				\$ -	\$ -
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16					\$ -	\$ -	37				\$ -	\$ -
17					\$ -	\$ -	38				\$ -	\$ -
18					\$ -	\$ -	39				\$ -	\$ -
19					\$ -	\$ -	40				\$ -	\$ -
20					\$ -	\$ -	41				\$ -	\$ -
21					\$ -	\$ -	42				\$ -	\$ -
TOTALS			\$ 720.00	\$ 30.00	\$ 216.00	\$ 504.00			\$ -	\$ -	\$ -	\$ -
Total Collected-Residents:			\$ 720.00						\$ 246.00			
Total Collected-NonRes. Surcharge:			\$ 30.00						\$ 504.00			
Grand Total Collected			\$ 750.00									
** Highlighted names identify 10% sibling discount												
Programs Coordinator Signature: _____												