

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
FLORIDA RECREATIONAL SPORTS INC.  
FOR  
COMPETITIVE AND TRAVEL YOUTH BASEBALL PROGRAM MANAGEMENT**

**THIS AGREEMENT** is made between **FLORIDA RECREATIONAL SPORTS 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 fees for competitive and travel youth baseball services (the “Service”); and

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

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

1. **Scope of Services/Deliverables.**

- 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services which is incorporated herein and made a part hereof by this reference.
- 1.2 The “Scope of Services” includes a Schedule of Services which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of three (3) years with two (1) year renewals 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 Service within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

The Provider shall be compensated in the following manner:

In consideration of and in connection with the classes, tournaments, programs, and activities, described herein, the Provider shall be paid 85% of each registration fee paid by a participant exclusive of the non-resident surcharge which will be retained by the City and shall not be included in the monthly gross income calculation.

On behalf of the City, the Provider will collect all fees from the participants, retain its compensation and transfer the remainder to the City in the form of a check made payable to: *City of Doral*. Payment to the City must be made within fourteen (14) calendar days after the end of each season, clinic and/or tournament. Failure to make timely payment to the City is a breach of this Agreement which may be cured by the Provider paying a \$750 late fee on payments not received within fourteen (14) days after the end of each season, clinic and/or tournament and an additional \$750 late fee on payments not received within thirty (30) days after the end of each season, clinic and/or tournament.

Along with payment, the Provider shall also submit their pay-out reports and a copy of the participant's registration form, team rosters and database (the City shall provide the spreadsheet template of the pay-out report to the Provider).

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

4. **Subproviders.**

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

4.2 Any sub-providers used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.3 The City will approve any rates, or the manner for setting such rates charged by the Provider.
- 5.4
- 5.5 The City will approve the operating budget for services performed under this Agreement.

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service as is ordinarily provided by a Baseball program management provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Service, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Service, upon written notification from the City Manager, the Provider shall at 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.
- 6.2 Submit an operating budget for the service that provides for registration fees equal to the costs of operating the service.

7. **Conflict of Interest.**

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

8. **Termination.**

- 8.1 The City Manager 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 Service.

- 8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the 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.

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 A. 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:                   Hernan M. Organvidez  
Interim City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to:               Luis Figueredo, ESQ.  
City Attorney

8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

For The Provider: Jose Santiago  
President  
Florida Recreational Sports Inc.  
9936 NW 29<sup>th</sup> Terrace  
Doral, FL 33172

14. **Governing Law.**

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

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

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

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

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

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

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

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

17. **Nonassignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

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

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

20. **Compliance with Laws.**

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts**

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

25. **Removal of Unsatisfactory Personnel**

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

26. **Force Majeure**

26.1 Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes,



governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.


26.2 In the event such an event prevents performance thereunder for a period in excess of ninety (90) days, then either party may elect to terminate or suspend this Agreement by a written notice.

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


Attest:

  
\_\_\_\_\_  
Connie Diaz, City Clerk


**CITY OF DORAL**

By:   
\_\_\_\_\_  
Hernan M. Organvidez  
Interim City Manager  
Date: 7/19/21

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

  
\_\_\_\_\_  
Luis Figueredo ESQ.  
City Attorney

**PROVIDER**

By:   
\_\_\_\_\_  
Its: PRESIDENT  
Date: 7/14/2021

## **SCOPE OF SERVICES**

- 1.1** The Provider's services shall be performed on the days and hours set forth on the Program Request Form submitted for such services, such form set forth as **Exhibit "D"** hereto. **Exhibit "D"** is subject to approval by the Parks & Recreation Department.
- 1.2** The designation of the Provider to operate the City's competitive & travel youth baseball program does not entitle the Provider to any exclusivity and the City reserves the right to select other organizations and/or entities to operate baseball-related programs in the City's parks.
- 1.3** The Proposer may be affiliated to a league/ organization (ex. Little League, Pony League, USSSA etc.) The City does not have a preferred league to participate in.
- 1.4** The program will have a maximum capacity of 250 participants per season. The maximum capacity may be increased per season upon approval of the Parks & Recreation Director, or designee.

### **1.5 REVENUE/COMPENSATION**

- 1.5.1** The City shall be entitled to fifteen percent (15%) of revenue collected by the Provider. This includes, but is not limited to, registration fees, clinic and group training fees, and registration fees from approved provider hosted tournaments.
- 1.5.2** The Provider is responsible for handling all registration. The Provider shall submit payments to the City at the end of each season, clinic and/or tournament. Payment to the City must be made in the form of a check made payable to: City of Doral. Payment to the City must be made within fourteen (14) calendar days at the end of each season, clinic and/or tournament. The City shall assess a \$750 late fee on payments not received within fourteen (14) days after the end of each season, clinic and/or tournament. The Provider may also be assessed an additional \$750 late fee on payments not received within thirty (30) days after the end of each season, clinic and/or tournament. All payments to the City shall include a detailed accounting of all revenues and participant's registration form as provided in **Exhibit "G"** of this agreement.
- 1.5.3** 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 the Registration Pricing Sheet (**Exhibit "C"**) and on the Program Request Form (**Exhibit "D"**). Any changes in pricing and/or payment processes or payment options must be approved in writing by the City prior to implementation.

- 1.5.3.1** 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.
- 1.5.3.2** 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 Doral Central Park.
- 1.5.4** Any adjustments to pricing such as financial hardships, discounts, early registration pricing etc. must be approved by the City prior to implementation.
- 1.5.5** Non-residents cannot exceed twenty-five (25%) percent of the full league roster unless specifically authorized by the Parks and Recreation Director or designee.
- 1.5.6** The Provider shall be responsible for the paying of all taxes and fees as mandated by the City of Doral, Miami-Dade County, the state of Florida, and federal law.
- 1.5.7** The Provider shall provide the City with monthly financial reports including, but not limited to, debits, credits, and current balance(s).
- 1.5.8** For each year under this Agreement, the Provider agrees to conduct a full financial audit or an agreed upon procedures financial report, which will be decided by the City. The process shall be conducted by an independent party qualified to render such a report and approved by the City. This report is a means of providing a reasonable basis for the City to place reliance on financial statements and list fairness and accuracy of revenue and expenditures. The report shall be provided to the Director of Parks & Recreation no later than December 31<sup>st</sup> each year. All costs and expenses associated therewith shall be the sole responsibility of the Provider.

## **1.6 FACILITIES**

- 1.6.1** "City Facilities" shall be defined as all facilities owned and operated by the City of Doral as outlined in **Exhibit "B"**. The City reserves the right to add or delete locations from **Exhibit "B"** at any time during the duration of this agreement.
- 1.6.2** "Third Party Facilities" shall be defined as all facilities owned and operated by other government agencies or private organizations as outlined in **Exhibit "B"**. The City reserves the right to add or delete locations from **Exhibit "B"** at any time during the duration of this agreement.

- 1.6.3** 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.
- 1.6.4** The Provider shall be knowledgeable, adhere to and enforce all City park rules and regulations as well as any other third-party facilities rules to ensure the safe and proper usage of such facilities.
- 1.6.5** The City reserves the right to add or change game and practice locations as required to ensure the proper operation of the league.
- 1.6.6** The Provider will have non-exclusive use of City Facilities to accommodate regular season play and/or continuation of Provider league play, tournaments, etc.
- 1.6.7** The City and Provider shall agree upon a predetermined schedule for the use of the batting cage located at Doral Meadow Park & Doral Legacy Park by program participants.
- 1.6.8** The Provider shall accept City facilities in 'as-is' condition and shall be responsible for an inspection and/or assessment of the facility conditions. The Provider shall document and report any issues and/or safety concerns to the supervisor on-duty at the facility in a time efficient manner.
- 1.6.9** 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 or designee. If approved, the provider would be responsible for the cost of any alterations.
- 1.6.10** 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 or designee.
- 1.6.11** 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 and around the fields, is collected and properly disposed at the conclusion of each game, practice or league sanctioned activity.
- 1.6.12** Provider shall be responsible for any maintenance or repairs resulting from damages caused by Provider or its employees, agents, guests, invitees, participants and spectators.

- 1.6.13** 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.
- 1.6.14** The Provider shall not sublet or rent out any City or Third-Party Facilities to other organizations or persons without prior approval from the City.
- 1.6.15** The Provider understands that the City has negotiated and entered into joint-use agreements with the Third-Party Facilities outlined in this agreement. 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 agreement.
- 1.6.16** 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.
- 1.6.17** 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 storage space is limited and the City may add or delete storage space as deemed necessary to guarantee the successful operation of other City programming.
- 1.6.18** 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.
- 1.6.19** The Provider shall remain in good standing for each portion of the program quality assessment & evaluation (**Exhibit "H" & Exhibit "I"**) which will be conducted on a seasonal basis, at minimum, by City staff.

## **1.7 LEAGUE OPERATIONS**

- 1.7.1** The Provider shall provide to the City a copy of the bylaws, rules/ regulations and or constitution that governs the operations of the program.
- 1.7.2** 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.

- 1.7.3** Department approval is required for any promotional material, flyers, banners and posters advertising the program prior to its release. The City will assist in advertising and promotion of the program including, but not limited to, the City's website, electronic and paper publications, Doral TV, and social media outlets. **The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.**
- 1.7.4** 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.
- 1.7.5** 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.)
- 1.7.6** The Provider shall provide the City with practice and game schedules at a minimum of two (2) weeks in advance. In the case make ups are needed due to weather or an unforeseen circumstance, the City will work with the Provider to reschedule and adjust the schedule as needed.
- 1.7.7** The Provider shall schedule all practices and games to ensure the conclusion by the posted closing times at each facility. Please see **Exhibit "B"** as a reference.
- 1.7.8** The Provider shall at their own expense provide each team coach with all equipment necessary for practices and games.
- 1.7.9** The Provider shall ensure that all equipment and uniforms meet safety guidelines based on program and/or affiliated league specifications.
- 1.7.10** 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:
- 1.7.10.1** Staff Uniform: Shirt or Jersey
  - 1.7.10.2** Player Uniforms: Hat, jersey, pants, belt, and socks
  - 1.7.10.3** Volunteer Coach Uniform: Hat and shirt or jersey
  - 1.7.10.4** Team Parents/All Other Volunteers: Shirt or jersey
  - 1.7.10.5** Umpire Uniform: Umpire shirt and pants or shorts

- 1.7.11** The City shall reserve the right to approve or reject uniforms and equipment to ensure safety and quality.
- 1.7.12** The Provider shall conduct a minimum of one (1) public meeting 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 for each of the seasons that the program is offered. The Provider shall also conduct a minimum of one (1) coaches' meeting per season.
- 1.7.13** The Provider shall monitor and control all program participants, including, but not limited to players, coaches, umpires, volunteers, spectators, guests and invitees while at 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.
- 1.7.14** 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. The City shall receive 20% of all tournament registration fees.
- 1.7.15** Any tournaments proposed/ hosted by a third-party organizer must go through the City's outdoor event permit process.

## **1.8 STAFFING AND VOLUNTEERS**

- 1.8.1** The Provider shall recruit, train and assign staff and or volunteers to perform all tasks associated with conducting a youth baseball program. These staff or volunteers shall include coaches, game officials (umpires), scoreboard operators, scorekeepers, team parents, and site supervisors.
- 1.8.2** The Provider shall conduct a coaches' clinic for all program coaches at the beginning of each season.
- 1.8.3** If the Provider will be providing Services directly with minor children without parental supervision, the Provider shall, prior to commencing Services under this Agreement, comply with state laws regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level I screening standards. The City will furnish the Provider with a background release form (**Exhibit "E"**) for all

the provider's counselors, coaches, volunteers, instructors, employees or any individual that will be in the presence of a child to be submitted to City's predetermined vendor/provider for processing. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's employees or any individual who will come in contact with a child at the City through Provider or at Provider's direction, authorizing the City to conduct an inquiry. The result of the inquiry may be deemed acceptable by the City in its sole and complete discretion. The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with conducting background screenings. *If the Provider has recently had a background screening conducted by another agency (Ex: Department of Children & Families), the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening.* Provider and its employees must also execute a Waiver of Release and Liability (**Exhibit "F"**).

- 1.8.4** The City will provide the cleared coaches with ID Badges (**Exhibit "J"**) that are required to be worn during all games, practices and other league activities. A person will not be allowed to participate in any practices, games or other league activities without an ID badge. 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.
- 1.8.5** 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.
- 1.8.6** The Provider shall adhere to City guidelines regarding incidents that occur involving participants, staff, and/or patrons.
- 1.8.7** 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.

## **1.9 SPONSORSHIP AND FUNDRAISING**

- 1.9.1** 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 and approve all fundraising and sponsorship programs prior to implementation.

**END OF SECTION 1**

## **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 program. 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 Storage for supplies or equipment is limited. The Provider must issue a request in writing for use of any storage space and the City must approve the request prior to the use of any storage areas.
- 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.

**END OF SECTION 2**

### **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.

**END OF SECTION 3**

## **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.

**END OF SECTION 4**

EXHIBIT A – INSURANCE REQUIREMENTS  
OUTSIDE PROVIDERS

For your files, please see below for the general insurance requirements. For Workers Compensation, if the company has less than 4 employees, they can fill a certificate from the state.

<https://www.myfloridacfo.com/division/wc/Employer/Exemptions/non-construction.htm>

**MINIMUM INSURANCE REQUIREMENTS**

Vendor shall furnish the City with a certificate of insurance reflecting insurance coverage to be in effect at all times during The Event, with no less than terms specified below. All policies or certificates of insurance are subject to review and verification by Risk Management. The insurance provider selected by Vendor **must be authorized to do business in the State of Florida and 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.** The City reserves the right to solicit additional insurance requirements as needed, and request copies of all insurance policies including any and all applicable endorsements. **The Vendor shall provide the City with written notice of any cancellation and/or material change that deviates coverage from the following requirements.**

**I. Commercial General Liability**

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000.00
Policy Aggregate	\$1,000,000.00
Personal & Adv. Injury Liability	\$1,000,000.00
Products/Completed Operations	\$1,000,000.00
Sexual Abuse & Molestation	\$1,000,000.00

**B. Endorsements Required**

City of Doral listed as an additional insured

**II. Automobile Liability (Required) \$300,000.00**

Owned, Scheduled Autos, including  
Hired, Non-Owned Autos, and food trucks

**III. Workers Compensation**

**Employer’s Liability – Statutory Requirements - State of Florida**

A. Limits of Liability	
Bodily injury caused by an accident, each accident	\$100,000.00
Bodily injury caused by disease, each employee	\$100,000.00
Bodily injury caused by disease, policy limit	\$500,000.00

*For those eligible under Florida law, A formal “Certificate of Election to be Exempt from Florida’s Workers Compensation Law” may be considered. The Certificate must be submitted and approved along with the Certificate of Insurance.*

## EXHIBIT B: FIELD LOCATIONS

Field Locations	Fields Specifications	Hours of Availability	Address
Doral Meadow Park (Owned by City)	<p>Two (2) fields.</p> <p><b>Field #1:</b> Grass infield. Meets Little League dimensions <b>with</b> lighting.</p> <p><b>Field #2:</b> Clay infield. Meets specifications for 16 &amp; under play and softball <b>with</b> lighting.</p>	<p><b>Weekdays:</b> 8:00 AM - 9:00 PM</p> <p><b>Weekends:</b> 9:00 AM - Sunset</p> <p><b>Holidays:</b> 8:00 AM - 5:00 PM</p>	11555 NW 58 <sup>th</sup> Street Doral, FL 33178
Doral Legacy Park (Owned by City)	<p>One (1) field.</p> <p>Adult Softball Field size <b>with</b> lighting. Clay infield. No Mound and bases at 60ft.</p>	<p><b>Based on availability.</b></p> <p><b>Weekdays:</b> 8:00 AM- 9:00PM</p> <p><b>Weekends:</b> 9:00 AM- 5:00 PM</p>	11400 NW 82 <sup>nd</sup> Street Doral, FL 33178
Ronald Reagan - Doral Senior High School (Owned by Third Party)	<p>Two (2) fields.</p> <p><b>Field #1:</b> High school regulation-sized baseball field <b>without</b> lighting.</p> <p><b>Field #2:</b> Small softball field <b>without</b> lighting.</p>	<p>Based on availability which is determined with the school prior to the start of the season.</p>	8600 NW 107 <sup>th</sup> Avenue Doral, FL 33178
Doral Academy Preparatory School (Owned by Third Party)	<p>Two (2) fields of play.</p> <p><b>Field #1:</b> High school regulation sized baseball field <b>with</b> lighting.</p> <p><b>Field #2:</b> Small softball field <b>without</b> lighting.</p>	<p>Based on availability which is determined with the school prior to the start of the season.</p>	11100 NW 27 <sup>th</sup> Street Doral, FL 33172

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

## Exhibit "C": Registration Pricing Sheet

(revised 06/30/21)

Please fill in all that is applicable to your proposal.

	Registrant Cost	Sibling Discount	Manager/Coach Discount	Uniform Cost	Proposed Minimum Number of Games per Team
<b>Spring Season Fee (Resident)/(Non Resident)</b>	LL - Tball (Ages 4-6) - \$145/175 LL - Coach Pitch (Ages 6-8) - \$195/\$235 LL - KP/Int/Jun/Sen (Ages 9-16) - \$245/\$295 (Beginner Level Players Only)  Travel – 6U-7U-8U Coach Pitch - \$285/\$345 Travel – 8U to 12U Kid Pitch - \$305/\$365 Travel – 13U and 14U Kid Pitch - \$305/\$365 (Intermediate & Advanced Level Only)  Mandatory Instructional Fee - \$125/\$155 per month	10%	25%	\$0.00	LL - 12 Games  Travel - 16-18 Games
<b>Fall Season Fee (Resident)/(Non Resident)</b>	LL - Tball (Ages 4-6) - \$145/175 LL - Coach Pitch (Ages 6-8) - \$195/\$235 LL - KP/Int/Jun/Sen (Ages 9-16) - \$245/\$295 (Beginner Level Players Only)  Travel – 6U-7U-8U Coach Pitch - \$285/\$345 Travel – 8U to 12U Kid Pitch - \$305/\$365 Travel – 13U and 14U Kid Pitch - \$305/\$365 (Intermediate & Advanced Level Only)  Mandatory Instructional Fee - \$125/\$155 per month	10%	25%	\$0.00	Travel - 16-18 Games
<b>Travel Team Fee (Resident) If Applicable</b>	N/A				
<b>Travel Team Fee (Non-Resident) If Applicable</b>	N/A				
<b>Tournament Play Fee (Resident) If Applicable</b>	\$45-\$150 per Tournament		N/A	\$30.00 One time Shirt and Hat Only	
<b>Tournament Play Fee (Non-Resident) If Applicable</b>	\$45 - \$150 per Tournament	N/A	N/A	\$30.00 One time Shirt and Hat Only	
<b>Clinics Fee (Resident &amp; Non-Resident) If Applicable</b>	\$125 for Instructor (Resident) \$155 for Instructor (Non-Res)	10%		N/A	

Miscellaneous Discounts

Veteran's Discount: 15%

Hardship Discount: Case by Case Basis

Prorated: Variable based on Games Played

Uniform Discount: \$45.00 Off

	Registrant Cost	Sibling Discount	Manager/Coach Discount	Uniform Cost	Proposed Minimum Number of Games per Team
<b>Spring Season Fee (Resident)/(Non Resident)</b>	Recreational Program (Practices Only) Tball (Ages 4-6) - \$25/\$30 Coach Pitch (Ages 6-10) - \$25/\$30 KP/Sen (Ages 9-16) - \$25/\$30 (Beginner Level Players Only)  Mandatory Instructional Fee - \$60/\$72 per month	-	-	Included w/registration  \$25.00 One Time Cap and shirt only	No Games
<b>Fall Season Fee (Resident)/(Non Resident)</b>	Recreational Program (Practices Only) Tball (Ages 4-6) - \$25/\$30 Coach Pitch (Ages 6-10) - \$25/\$30 KP/Sen (Ages 9-16) - \$25/\$30 (Beginner Level Players Only)  Mandatory Instructional Fee - \$60/\$72 per month	-	-	Included w/registration  \$25.00 One Time Cap and shirt only	No Games



**EXHIBIT "D"**

**PROGRAM REQUEST FORM**

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

Name of Program: \_\_\_\_\_

Participant Ages: from \_\_\_\_\_ to \_\_\_\_\_

Day(s) of the week program is offered: \_\_\_\_\_

Time of Program: from \_\_\_\_\_ to \_\_\_\_\_

Program Dates: from \_\_\_\_\_ to \_\_\_\_\_

Program Fee: \_\_\_\_\_

Program Enrollment: Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

Materials to be supplied by participants: \_\_\_\_\_

Materials to be supplied by Provider: \_\_\_\_\_

Materials to be supplied by the City: \_\_\_\_\_

Additional Program Requirements: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

EXHIBIT "E"

# Parks and Recreation

## BACKGROUND CHECK RELEASE FORM

VOLUNTEER       CONTRACTUAL       EMPLOYEE

---

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

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

### NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBER

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

### CURRENT PERSONAL DATA

NAME \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

PRESENT ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

I HEREBY CONSENT TO A CRIMINAL BACKGROUND CHECK AND RELEASE THE CITY OF DORAL, ITS AFFILIATES, ASSOCIATES, AND ANYONE ACTING ON THEIR BEHALF FROM ANY AND ALL CLAIMS OR LIABILITIES OF ANY NATURE ARISING FROM OR RELATED TO THE PREPARATION OF THE INFORMATION CONTAINED IN THE CRIMINAL BACKGROUND REPORT AND THE DISCLOSURE OF SUCH INFORMATION FOR EMPLOYMENT/VOLUNTEER PURPOSES.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Office Use Only: The above applicant's information is to be used to conduct the following background screening:

Criminal background records/information

National Sex Offender Registry check

Credit History Check

Signature of person making this request \_\_\_\_\_ Title \_\_\_\_\_

## EXHIBIT G: PAYOUT FORM

Program : YOUTH BASEBALL PROGRAM NOTES: SPRING SEASON Session Begins: SEP.- 1    Ends: SEP. 30 Start Time: 5:00 PM                      End Time: 9:00 P.M. Resident Fee: \$                      Non-Resident Fee: \$	Instructor: YOUTH BASEBALL PROGRAM Address: _____ SS#: _____ Facility: DORAL MEADOW PARK
--	---

	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					\$ -	\$ -
14					\$ -	\$ -	35					\$ -	\$ -
15					\$ -	\$ -	36					\$ -	\$ -
16					\$ -	\$ -	37					\$ -	\$ -
17					\$ -	\$ -	38					\$ -	\$ -
18					\$ -	\$ -	39					\$ -	\$ -
19					\$ -	\$ -	40					\$ -	\$ -
20					\$ -	\$ -	41					\$ -	\$ -
21					\$ -	\$ -	42					\$ -	\$ -
<b>TOTALS</b>			\$ 720.00	\$ 30.00	\$ 216.00	\$ 504.00				\$ -	\$ -	\$ -	\$ -

Total Collected-Residents:    \$ 720.00  
 Total Collected-NonRes. Surcharge:    \$ 30.00  
 Grand Total Collected            \$ 750.00

Amount to City (30%)+    \$ 246.00  
 Amount to Instructor (70%)    \$ 504.00

**\*\* Highlighted names identify 10% sibling discount**

Programs Coordinator Signature: \_\_\_\_\_



**EXHIBIT "H"**

**Competitive & Travel Youth Baseball Program Provider Quarterly Assessment**

Provider \_\_\_\_\_  
 Date \_\_\_\_\_  
 Session \_\_\_\_\_

**Program Assessment Portion**

**Criteria:**

Registrants - Capacity and residents	
5 points	<80% and <80% Res
4 points	<70% and <70% Res
3 points	<60% and <60% Res
2 points	<50% and <50% Res
1 point	>50% or >50% Res

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

**Scores:**

Total Capacity Allowed \_\_\_\_\_

	Registered	% of Cap	% Resident	Points
1st Month				
2nd Month				
3rd Month				

Satisfaction Survey	
% Satisfied	
Points	

1st Monthly points \_\_\_\_\_  
 2nd Monthly points \_\_\_\_\_  
 3rd Monthly points \_\_\_\_\_  
 Quarterly Survey \_\_\_\_\_  
 Total Points for Program Assessment Portion \_\_\_\_\_

**Notes:**

City:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Provider:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Provider Assessment Portion

### Criteria:

Full payment and correct reports	
5 points	14th of month
3 points	End of month
1 point	Next month

Spot Checks - Badges, Conduct, Time	
5 points	no issues
4 points	1 issue
3 points	2 issues
2 points	2 issue
1 point	3 issues or more

### Scores:

	Date rec.	points
1st Month		
2nd Month		
3rd Month		

	Offenses	points
1st Month		
2nd Month		
3rd Month		

Notation of Issues \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Standings

### Criteria:

Standing for Each  
Assessment

points	standing
27-30	Excellent
24-25	Good
0-23	Poor

Points received for Program Assessment	
Standing achieved for Program Assessment	

Points received for Provider Assessment	
Standing achieved for Provider Assessment	

Coordinator Signature \_\_\_\_\_

Provider Signature \_\_\_\_\_

## EXHIBIT "I"



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

- Aug-Nov (Fall Season) will be received in Dec
- March-May (Spring Season) will be received in June
- June-August (Summer) will be received in Sept.

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

### Program Assessment Portion

- Registrants – Maximum 5 points each season
  - 60% or more to capacity and at least 70% of those registered being Doral City residents will result in the maximum 5 points awarded at season end. 50% or more to capacity and at least 70% of those registered being Doral City residents will result in 4 points awarded at season end. 40% or more to capacity and at least 70% of those registered being Doral City residents will result in 3 points awarded at season end.
- Surveys
  - All participants will receive a survey from Survey Monkey. Program must receive 90% overall participants to be satisfied with program for full allotted points. 4 points for 85%, 4 points for 80%, 2 points for 75% and 0 points if there is less than 70% satisfied.

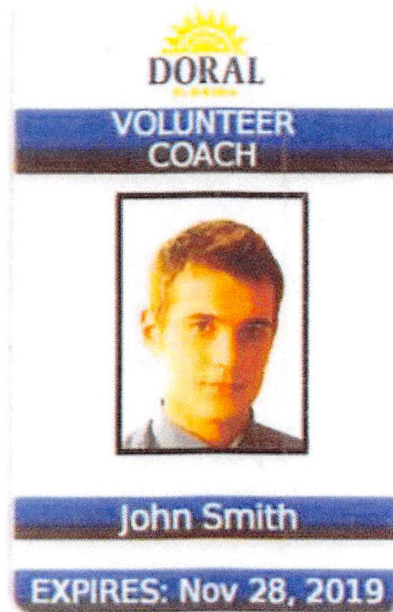
### Provider Assessment Portion

- Payments on time each month – Maximum 5 points each season
  - Payment in full requires full payment by the 14<sup>th</sup> of the last month, quarter or season and including copy of roster, date of payments and amount paid (and including 20% non-resident fee). The report(s) will include this information along with the amount due to the City. If the report(s) is missing information or the payment is not received and in full on time it is considered late. If anything is missing – There will be along with a \$750 late fee, 2 points will be deducted from

the possible 5 points for each month's payment. If the full payment and report(s) are not submitted by the end of the month or season an additional \$750 late fee will be assessed and an additional 2 points will be deducted from the possible 3 points remaining points of the original 5. If the payment is made after the conclusion of that month only 1 point will be assessed for the payment points that month.

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

EXHIBIT "J"





**EXHIBIT "F"**  
**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 all City of Doral Parks & Recreation related activities and events at all City Facilities.

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 in any programming or activity with the City of Doral Parks and Recreation Department to be used by the City of Doral for publicity purposes.

**I, on behalf of myself or my child/ward, have read the above provision, fully understand its terms, and understand that I, on behalf of myself or my child/ward, have given up substantial rights by signing this waiver and I acknowledge that I signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and I agree that, if any portion of this Registration Form is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.**

Participant Name: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Terry L. Green & Associates 3100 Five Forks Tricrum Rd Suite 101 Lilburn, GA 30047	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 1-800-550-5029      FAX (A/C. No.): 770-978-2780 E-MAIL ADDRESS: info@esportsinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : AEGIS SECURITY INSURANCE COMPANY      # 33898 INSURER B : AEGIS SECURITY INSURANCE COMPANY      # 33898 INSURER C : INSURER D : INSURER E : INSURER F :	<b>NAIC #</b> # 33898 # 33898
<b>INSURED</b> Florida Recreational Sports Inc./Doral Little League 1830 N. University Drive #218 Plantation, Florida 33322		

**COVERAGES**      **CERTIFICATE NUMBER:** Y21194      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant <input checked="" type="checkbox"/> Sexual Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ESL 000 002-Y21194	8/1/2021 12:01 AM	8/1/2022 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PARTICIPANTS \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participant Accident Coverage Excess Coverage			ESA-Y11194	8/1/2021 12:01 AM	8/1/2022 12:01 AM	Accident Medical Expense Benefit \$25,000 Accident Medical Expense Deductible \$250

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided under this policy for sponsored and supervised activities of the named insured for which a premium has been paid.

Activities Covered: Youth Baseball Eff: 8/1/2021

Certificate Holder Named as Additional Insured

<b>CERTIFICATE HOLDER</b> City of Doral 8401 NW 53rd Terrace Doral, Florida 33166	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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Tel: 1-800-841-3000

# Declarations Page

This is a description of your coverage.  
Please retain for your records.

**GEICO General Insurance Company**  
One GEICO Center  
Macon, GA 31295-0001

**Policy Number: 4448-36-83-91**

**Coverage Period:**

02-05-21 through 08-05-21

12:01 a.m. local time at the address of the named insured.

Date Issued: January 2, 2021

JOSE L SANTIAGO AND MARIA L  
CUPIDO  
9936 NW 29TH TER  
DORAL FL 33172-1096

Email Address: jsantiago9936@bellsouth.net

<u>Named Insured</u>	<u>Additional Drivers</u>
Jose Luis Santiago Maria L Cupido	None

<u>Vehicles</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 2005 Toyota 4RunSR5/Sp	JTEZU14R658032207	DORAL FL 33172-1096	
2 2008 Toyota Sienna	5TDZK22C98S158236	DORAL FL 33172-1096	

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>	<u>Vehicle 2</u>
Bodily Injury Liability Each Person/Each Occurrence	\$100,000/\$300,000	\$701.60	\$251.30
Property Damage Liability	\$100,000	\$224.40	\$64.00
Personal Injury Protection	\$1,000 Ded/Insd&Rel	\$169.20	\$123.00
Uninsured Motorist/Stacked Each Person/Each Occurrence	Insured Rejects	-	-
Comprehensive (Excluding Collision)	\$1,000 Ded	\$31.20	\$29.40
Collision	\$1,000 Ded	\$100.60	\$49.50
Emergency Road Service	ERS FULL	\$9.40	\$8.70
Rental Reimbursement	\$30 Per Day \$900 Max	\$14.80	\$14.80
<b>Six Month Premium Per Vehicle</b>		<b>\$1,251.20</b>	<b>\$540.70</b>

**Total Six Month Premium**

**\$1,791.90**

\*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

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**Discounts and Surcharges**

**Discounts**

<b>The total value of your discounts is</b>	<b>\$741.60</b>
Passive Restraint/Air Bag (All Vehicles) .....	\$183.50
Seatbelt (All Vehicles) .....	\$48.60
Anti-Theft Device (All Vehicles) .....	\$5.40
Anti-Lock Brakes (All Vehicles) .....	\$84.00
Defensive Driver (All Vehicles) .....	\$182.90
Multi-Car (All Vehicles) .....	\$100.20
5 Year Good Driving (Veh 2) .....	\$137.00

**Surcharges**

Accident and/or Conviction and/or Inexperienced (Veh 1) .....	\$438.90
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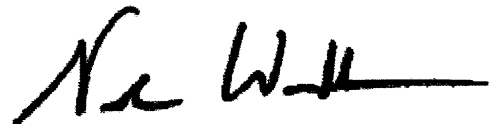
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**Contract Type:** A70FL, FAMILY AUTO INSURANCE POLICY

**Contract Amendments:** ALL VEHICLES - A70FL(03-11) A54FLNP(07-20) A54FLTNC(01-18) FLPIP(01-18)  
A54FL(03-18) A54FLGL(03-18)

**Unit Endorsements:** A115B(06-19) (VEH 1,2); A431(06-19) (VEH 1,2)

Countersigned by Authorized Representative



### **Important Policy Information**

- If you have any questions about this policy, about the insurance services we offer, or if you need assistance resolving a complaint please contact GEICO at 1-800-841-3000. We can assist you with your personal insurance needs.
- Please review the front and/or back of this page for your coverage and discount information.
- Special 50+ rating applies.
- Congratulations! Your policy has been issued with our Prime Time Contract that contains a lifetime renewal guarantee provision. Please review your policy contract for specific exceptions to this guarantee.
- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA, however, in Virginia coverage is limited for custom furnishings or equipment on pick-up trucks and vans but you may purchase coverage for this equipment. Please call us at 1-800-841-3000 or visit us at [geico.com](http://geico.com) if you have any questions.
- Claims incurred while an insured vehicle is being used to carry passengers for hire may not be covered by this contract. Please review the contract for a full list of exclusions and contact us if you plan to use any of your insured vehicles for this purpose.
- Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree. GEICO asks that you support us in the battle against insurance fraud by reporting any suspicious activities to GEICO at (800) 824-5404 x3313 or the National Insurance Crime Bureau (NICB) (800) TEL-NICB or [www.nicb.org](http://www.nicb.org). Your call is free. Your call can be anonymous. You could be eligible for a reward.





Tel: 1-800-841-3000

GEICO General Insurance Company
One GEICO Center
Macon, GA 31295-0001

Declarations Page

This is a description of your coverage.
Please retain for your records.

Policy Number: 4448-36-83-91

Coverage Period:

08-05-21 through 02-05-22

12:01 a.m. local time at the address of the named insured.

Date Issued: June 11, 2021

JOSE L SANTIAGO AND MARIA L
CUPIDO
9936 NW 29TH TER
DORAL FL 33172-1096

Email Address: jsantiago9936@bellsouth.net

Table with 2 columns: Named Insured, Additional Drivers. Includes Jose Luis Santiago and Maria L Cupido as named insureds, and None as additional drivers.

Table with 4 columns: Vehicles, VIN, Vehicle Location, Finance Company/Lienholder. Lists two vehicles: a 2005 Toyota 4RunSR5/Sp and a 2008 Toyota Sienna.

Table with 4 columns: Coverages\*, Limits and/or Deductibles, Vehicle 1, Vehicle 2. Lists various coverages including Bodily Injury Liability, Property Damage Liability, Personal Injury Protection, Uninsured Motorist/Stacked, Comprehensive, Collision, Emergency Road Service, and Rental Reimbursement, along with their respective limits and deductibles.

\*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

**Discounts and Surcharges**

**Discounts**

<b>The total value of your discounts is</b>	<b>\$1,014.20</b>
Passive Restraint/Air Bag (All Vehicles) .....	\$313.10
Seatbelt (All Vehicles) .....	\$82.90
Anti-Theft Device (All Vehicles) .....	\$5.40
Anti-Lock Brakes (All Vehicles) .....	\$142.20
Defensive Driver (All Vehicles) .....	\$305.70
Multi-Car (All Vehicles) .....	\$164.90

**Surcharges**

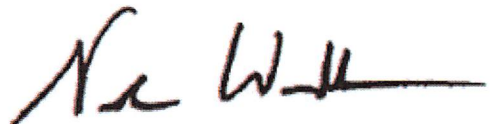
Accident and/or Conviction and/or Inexperienced (Veh 1, 2) .....	\$776.40
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**Contract Type:** A70FL, FAMILY AUTO INSURANCE POLICY

**Contract Amendments:** ALL VEHICLES - A70FL(03-20) SIGPGCW(07-20)

**Unit Endorsements:** A115A(08-20) (VEH 1,2); M700ERSA(08-20) (VEH 1,2); A431(06-19) (VEH 1,2)

Countersigned by Authorized Representative



**Important Policy Information**

- If you have any questions about this policy, about the insurance services we offer, or if you need assistance resolving a complaint please contact GEICO at 1-800-841-3000. We can assist you with your personal insurance needs.
- Please review the front and/or back of this page for your coverage and discount information.
- Active Duty, Guard, Reserve or Retired Military: Call 1-800-MILITARY to see if you qualify for the Military Discount.
- Special 50+ rating applies.
- Congratulations! Your policy has been issued with our Prime Time Contract that contains a lifetime renewal guarantee provision. Please review your policy contract for specific exceptions to this guarantee.



### **Important Policy Information**

- Reminder - Physical damage coverage will not cover loss for custom options on an owned automobile, including equipment, furnishings or finishings including paint, if the existence of those options has not been previously reported to us. This reminder does NOT apply in VIRGINIA, however, in Virginia coverage is limited for custom furnishings or equipment on pick-up trucks and vans but you may purchase coverage for this equipment. Please call us at 1-800-841-3000 or visit us at [geico.com](http://geico.com) if you have any questions.
- We have a new rating program available. If you're interested in learning more, inquire at 1-866-422-0360.
- Claims incurred while an insured vehicle is being used to carry passengers for hire may not be covered by this contract. Please review the contract for a full list of exclusions and contact us if you plan to use any of your insured vehicles for this purpose.
- Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree. GEICO asks that you support us in the battle against insurance fraud by reporting any suspicious activities to GEICO at (800) 824-5404 x3313 or the National Insurance Crime Bureau (NICB) (800) TEL-NICB or [www.nicb.org](http://www.nicb.org). Your call is free. Your call can be anonymous. You could be eligible for a reward.
- IMPORTANT NOTICE regarding the increase in your premium to our insureds: Your premium rates are higher because of a change in your policy risk characteristics. A recent accident, conviction, or claims history has resulted in a change of tier. Your policy will be reviewed on a periodic basis, and your rates may be adjusted up or down based on your individual characteristics in accordance with our filed and approved rate program.





JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 7/7/2021

**EXPIRATION DATE:** 7/7/2023

**PERSON:** JOSE L SANTIAGO

**EMAIL:** PRESIDENT@DORALLITTLELEAGUE.ORG

**FEIN:** 852053202

**BUSINESS NAME AND ADDRESS:**

FLORIDA RECREATIONAL SPORTS INC.

9936 NW 29TH TERRACE

MIAMI, FL 33172

**SCOPE OF BUSINESS OR TRADE:**

Athletic Sports or Park:  
Noncontact Sports

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IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



**RESOLUTION No. 21-64**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2020-29 "COMPETITIVE AND TRAVEL YOUTH BASEBALL PROGRAM MANAGEMENT" TO THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ALEX OTHON'S BASEBALL ACADEMY FOR THE PROVISION OF COMPETITIVE AND TRAVEL YOUTH BASEBALL SERVICES FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY IF AN AGREEMENT CANNOT BE NEGOTIATED WITH THE TOP RANKED FIRM OR THEY ARE NOT SUCCESSFULLY ABLE TO MEET THEIR CONTRACTUAL OBLIGATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") issued Request for Proposals ("RFP") # 2020-29 on October 13, 2020 for the provision of providing Competitive and Travel Youth Baseball Program Management; and

**WHEREAS**, Four (4) firms attended the mandatory pre-bid meeting which was held on October 27, 2020. Three (3) proposal submittals were received on October 29, 2021 with only two (2) submittals meeting the required criteria; and

**WHEREAS**, an evaluation meeting for phase I was held on January 20, 2021 where submittals received were scored and shortlisted to proceed to phase II, which was held on February 4, 2021. The committee determined that based on a Three Hundred (300) Total Point System the firms ranked as follows:

1. Alex Othon's Baseball Academy 270 points
2. Florida Recreational Sports Inc. 264 points

**WHEREAS**, The City Manager's office respectfully requests approval from Mayor and Members of the City Council to award RFP# 2020-29 "Competitive and Travel Youth

Baseball Program Management” to the top ranked firm and authorize the City Manager to negotiate and enter into an agreement with Alex Othon’s Baseball Academy for the provision of providing competitive and travel youth baseball services for the City of Doral Parks & Recreation Department for a period of three (3) years with two (2) one (1) year renewals. Staff also request approval to allow the City Manager to negotiate and enter into an agreement with the next highest ranked firm successively if an agreement cannot be reached with the top ranked firm or they are not successfully able to meet their contractual obligations; and

**WHEREAS**, the City and the provider will split the revenue generated from the program’s registration on a 75%-85% / 25%-15% split (75%-85% Provider / 25%-15% City) with the provider handling all registrations. The revenue split will be paid by the provider to the City and deposited into GL account 001.9000.347407 (Recreation-Baseball);

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

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

**Section 2. Approval & Authorization.** The Mayor and City Council-members hereby approve the award of Request for Proposals #2020-29 to the top ranked firm and authorize the City Manager to enter into an agreement with Alex Othon’s Baseball Academy for the provision of providing competitive and travel youth baseball services for the City of Doral Parks & Recreation Department for a period of three (3) years with two (2) one (1) year renewals, on a revenue share 75%-85% / 25%-15% split (75%-85%

Provider / 25%-15% City). The Mayor and City Council-members further approve and authorize the City Manager to negotiate and enter into an agreement with the next highest ranked firm if an agreement cannot be reached with the top ranked firm or they are not successfully able to meet their contractual obligations. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interest of the City. This Authorization does not create or confer any rights to Alex Othon's Baseball Academy or any of the other ranked firms.

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

**Section 4. Effective Date.** This resolution shall take effect immediately upon adoption.

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

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


PASSED AND ADOPTED this 17 day of March, 2021.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

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

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY