

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
MIAMIBASKETBALL.NET  
FOR  
ADULT SPORT LEAGUES SERVICES**

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

**WHEREAS**, On August 7, 2017, Request for Proposals #2017-26, "Adult Sports Leagues Services" (The "RFP") was advertised for the provision of providing adult recreational sports leagues; and

**WHEREAS**, two (2) proposal submittals were received with all proposals meeting the required criteria; and

**WHEREAS**, the City Council awarded Request for Proposals #2017-26 "Adult Sports Leagues Services" to South Florida Club Sport and MiamiBasketball.Net through Resolution No. 17-198; and

**WHEREAS**, the City desires to engage the Provider, MiamiBasketball.net, and the Provider desires to be engaged, to provide professional services as specified herein; and

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

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

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

**2. Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through a period of one (1) year from date of execution unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this Agreement for three (3) 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 each deliverable for the Service within the timeframes set forth in the Service Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Provider 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 20% of the fees and registration costs paid by participants.

The Provider will be responsible for the registration process and collection of all registration fees from the participants. The Provider will pay the City in the form of a check. Payment from the Provider will be made at the conclusion of each season.

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

4. **Sub-providers.**

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

5. **City's Responsibilities.**

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

- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

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

7. **Conflict of Interest.**

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

8. **Termination.**

- 8.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause, with cause defined as an alleged violation of the Federal, State, County, or City law, as determined by the City Manager in his/her sole discretion, or such action which may detrimentally affect the health, safety, and welfare of the community, as determined by the City Manager in his/her sole discretion.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop all Service.
- 8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard

copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Consultant 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: Edward A. Rojas  
City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.  
City Attorney  
Weiss Serota, Helfman, Cole & Beirman, P.L.  
2525 Ponce De Leon Boulevard, 7<sup>th</sup> Floor  
Coral Gables, FL 33134

For The Provider: MiamiBasketball.net  
Andre Daniels  
Director  
7905 NW 108<sup>th</sup> Ave.

Doral, FL 33178

14. **Governing Law.**

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

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

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

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

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

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

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

16.3 Pursuant to Section 119.0701, Florida Statutes, Provider shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statute, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

17. **Nonassignability.**

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

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

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

20. **Compliance with Laws.**

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

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts**

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

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




**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 owner, whose representative has been duly authorized to execute same.

Attest:

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

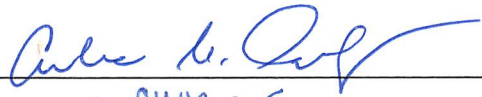
**CITY OF DORAL**

By:   
\_\_\_\_\_  
Edward A. Rojas, City Manager  
Date: May 18, 2018

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

  
\_\_\_\_\_  
Weiss Serota, Helfman, Cole & Bierman, PL  
City Attorney

**PROVIDER**

By:   
\_\_\_\_\_  
Its: owner  
Date: May 18, 2018

**EXHIBIT A**

**SCOPE OF SERVICES**

**3.1 Purpose**

The City of Doral is requesting proposals from parties capable of providing a full scope of adult recreational sport league and tournament services including marketing of leagues, collecting player registration and payments, officiating and staffing, scorekeeping services and providing awards for recreational sports including but not limited to Adult Indoor Volleyball and other additional sports or services deemed appropriate by the City and in a same sex and Co-Ed Capacity.

**3.2 Definition**

League administrator shall be defined as one who supervises all league operations and management including league registration, league marketing, league fees, player conduct situations, and any other league management operation.

Game staff shall be defined as one who provides general supervision of all players, equipment, and facilities and makes sure rules are enforced unless stated otherwise.

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

**3.3 Sports Field and Court Locations**

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

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

**3.4 Provider(s) Responsibility**

3.4.1 The selected provider will be expected to handle all league operations including but not limited to staffing of both game supervisors and officials, collection and gathering of player registration, dealing with financials including handling of all

league fees and player payments and refunds, marketing and promotion efforts, staff and team scheduling, providing of sport equipment, uniforms, and awards

- 3.4.2 The selected provider will be expected to assign the required number of game staff and officials/ line judges/scorekeepers per games scheduled as determined by the City's Athletics Coordinator. As noted in Section 3.5, different leagues overlap throughout the calendar year. Provider must provide enough staff/officials for each individual league.
- 3.4.3 The City reserves the right to increase or decrease the amount of game staff/officials/line judges/scorekeepers per game as seen fit.
- 3.4.4 It will be the responsibility of the provider to include any additional fees for providing game staff and officiating/scorekeeping services into the unit price per game for officials, line judges & scorekeepers when submitting their proposal for this RFP. The City will not pay for any additional fees outside of the contracted per game rate for staff & officials, line judges, & scorekeepers.
- 3.4.5 The selected provider must assign officials who at minimum are certified at the high school level (Ex. FHSAA) and have a full understanding of the officiating rules for the respective sport they are assigned too. A signed affidavit from the Provider must be submitted to the City ensuring that officials meet the certification requirements.
- 3.4.6 The selected provider must provide game staff who at minimum are educated and/or certified in the sports and recreation industry and have a full understanding of the respective sport they are assigned too. A signed affidavit from the Provider must be submitted to the City ensuring that staff meet the requirements.
- 3.4.7 If the Provider will be providing Services directly with minor children without parental supervision, the Provider shall, prior to commencing Services under this Agreement, comply with state laws regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level I screening standards. The City will furnish the Provider with a background release form (**Exhibit "B"**) for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will be in the presence of a child. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's employees or any individual who will come in contact with a child at the City through Provider or at Provider's direction, authorizing the City to conduct an inquiry. The result of the inquiry may be deemed acceptable by the City in its sole and complete discretion. The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with conducting background screenings. *If the*

*Provider has recently had a background screening conducted by another agency (Ex: Department of Children & Families), the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening. Provider and its employees must also execute a Waiver of Release and Liability (**Exhibit "C"**). 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 "C"***

- 3.4.8 For each year under this Agreement, the Provider agrees to conduct a financial audit by an independent party qualified to render such an audit and approved by the City. This external audit is a means of providing a reasonable basis for the City to place reliance on financial statements and list fairness and accuracy of revenue and expenditures. The audit shall be provided to the Director of Parks & Recreation no later than one year from the date of execution of agreement. All costs and expenses associated therewith shall be the sole responsibility of the provider.
- 3.4.9 The Provider agrees that it shall not discriminate against any person because of their race, color, religion, gender, national origin, physical ability or sexual orientation and agrees to abide by all Federal and State laws regarding nondiscrimination.
- 3.4.10 The Provider agrees that it shall not make, or permit to be made, and structural changes or improvements to any City facility/amenity unless otherwise approved by the City. Any changes or improvements made upon the approval by the City shall remain as part of the facility at the end of the term of this Agreement.
- 3.4.11 The Provider will instruct all game staff to cooperate with assigned City staff in any incident/injury situations. Game staff will provide any/all information necessary for proper documentation by City staff.
- 3.4.12 The City shall not be held responsible for any accident or injury sustained by the association's officials/line judges/scorekeepers.
- 3.4.13 City representatives shall have the right to evaluate, and refuse the service of any staff from the Provider. The results of the evaluations will be shared with the Provider.
- 3.4.14 The Provider must inform the City of any partnerships and/or sponsorships involved directly with any City of Doral adult leagues or tournaments and must have city approval prior to the start of the league.

3.4.15 Providers must have all marketing materials approved by City of Doral prior to being distributed.

### 3.5 Preferred Sports Provided and Service of Use

The following table represents the City of Doral’s preferred schedule for hosting of games and the providing of game staff and sports official services for the duration of this contract. Proposers are encouraged to use this information as an estimate for reference and guidance purposes only. The City reserves the right to increase or decrease the schedule indicated below and/or secure services during other weeks and months not indicated at the sole discretion of the City.

#### Doral Adult Sports Leagues Schedule Overview

| League                        | Months |     |     |     |     |      |      |     |      |     |     |     |
|-------------------------------|--------|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
|                               | Jan    | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec |
| Adult Indoor Volleyball (18+) |        |     |     |     |     |      |      |     |      |     |     |     |

\* Schedule is subject to change

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

3.5.2 Specific sports as well as league and tournaments dates as well as needs and wants mentioned below are subject to change.

#### List of Sports / Leagues

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| Adult (18+) Volleyball            |                                      |
| Ages                              | 18+, Gender Specific & Co-Ed         |
| Number of seasons per year        | +/- Two (2)                          |
| Length of season                  | 10 weeks, approx. 50 games total     |
| Game day(s)                       | Monday – Saturday                    |
| Number of umpires needed per game | One (1) Referee, Two (2) Line Judges |
| Number of staff needed per game   | One (1)                              |
| Location of league                | Doral Legacy Park                    |

- 3.5.3 The number of games may vary and will ultimately be determined by the number of players registered and the number of teams which make up the program. The City does not guarantee that each league/program will meet the estimated amount of games per season.
- 3.5.4 Adult Sports is defined as any league or tournament for audiences 18 and over.
- 3.5.5 The City reserves the right to remove or add sport leagues and/or tournaments as necessary. Additional leagues or tournaments will automatically be awarded to the vendor who is awarded that particular sport that the league or event falls into (i.e. Adults Sports).
- 3.5.6 The City reserves the right to increase or decrease the length of season for each league/tournament.
- 3.5.6 The City reserves the right to select more than one (1) provider to provide the services mentioned in this RFP.

### **3.6 Attire**

- 3.6.1 Game officials, line judges and scorekeepers shall be dressed in the following professional attire when performing service for the City:
- Officiating Shirt (Provider may determine if striped, gray or blue shirts are to be used), scorekeeping shirt (Identifying scorekeeper as a staff)
  - Black shorts or pants
  - Appropriate footwear depending on sport (i.e. sneakers, cleats...etc.)
  - Appropriate whistle
  - Sport related accessories (i.e. chest protector, flags, masks...etc.)
- Game Staff should be dressed in the following professional attire when performing for the City:
- Polo/Dress Shirt (Provider may determine what is appropriate)
  - Business casual shorts or pants
  - Appropriate footwear
- 3.6.2 The Provider is responsible for providing all necessary staff equipment. The City will also not provide any equipment for officials / line judges. (i.e. whistle, shirts, mask, chest protectors, penalty flags...etc.). It will be the responsibility of the

Provider to ensure that all game staff and officials / line judges have the proper equipment for their respective sports.

- 3.6.3 The Provider is responsible for providing all necessary sport equipment needed for players to perform the sport unless participants are required to bring own. Bigger and unmovable equipment like soccer goals and bases will be provided by city. Basic field maintenance will be provided by the City.

### **3.7 Scheduling**

- 3.7.1 The Provider is responsible for scheduling games. The City will provide a useable field schedule to the Provider at least two/three months prior to the start of each season. The Provider shall submit a schedule to the City of all teams and games being played two weeks prior to the start of a league. The Provider shall also submit schedule of game staff and officials/line judges/scorekeepers that will be working games at least one week in advance. Along with any changes that may occur.

### **3.8 Officiating / Scorekeeper Procedures**

- 3.8.1 Officials/ Line Judges/ Scorekeepers shall arrive in proper uniform a minimum of ten (10) minutes prior to the schedule time for all games. Delays or interrupted start-up time caused by the failure of a timely arrival may result in fines outlined in Section 3.11.
- 3.8.2 The Provider and its officials/line judges/scorekeepers will at all times conduct themselves in a proper, acceptable and professional manner. If the behavior, dress, and/or performance of the Provider member do not meet the City's standards of professionalism, the City may dismiss the official/line judge/scorekeeper without penalty.
- 3.8.3 The city reserves the right to request and even implement specific officials/referees for certain sports. The city also reserves the right to deny specific officials/referees for certain sports

### **3.9 Game Staff Procedures**

- 3.9.1 Game staff shall arrive in proper uniform a minimum of twenty (20) minutes prior to the schedule time for all games. Delays or interrupted start-up time caused by the failure of a timely arrival may result in fines outlined in Section 3.11.

3.9.2 The Provider and its game staff will at all times conduct themselves in a proper, acceptable and professional manner. If the behavior, dress, and/or performance of the Provider member does not meet the City's standards of professionalism, the City may dismiss any member of the provides staff including game staff/game supervisors and official/line judge/scorekeeper without penalty, and with no fee due to association for the games thereby un-officiated.

**3.10 Cancellation/Forfeited/Delayed Games**

3.10.1 The City has the right to cancel any game due to poor attendance, inclement weather, etc. In such a case the City shall attempt to provide the Provider with one (1) hour advance notice of any canceled game. When this one-hour notification is provided, there shall be all efforts done to reschedule games.

3.10.2 Notification of cancelled or forfeited games shall be provided by the Athletics Coordinator, or designee, assigned by the Parks & Recreation Director to oversee the assigned program or league. Notification shall be made in writing by email and by phone.

3.10.3 Accidents, injury, or inclement weather may require longer times for games to finish. In such a case, the game staff & the officials/line judges/scorekeepers must provide service for that additional time.

**3.11 Fines**

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

Note: Tardiness is determined by arriving any time after the scheduled start time.

| Offense                                                                         | Fine (Per Game) |
|---------------------------------------------------------------------------------|-----------------|
| Non-Compliance of Uniform & Equipment Rules                                     | \$20.00         |
| Warning of Tardiness (0-5 minutes late)                                         | None            |
| Tardiness (over 5 minutes late) 1 <sup>st</sup> Offense                         | \$10.00         |
| Tardiness (over 5 minutes late) 2 <sup>nd</sup> Offense and subsequent offenses | \$20.00         |
| Absenteeism (No Show)                                                           | \$30.00         |



### **3.12 Reimbursements & Payment**

- 3.12.1 The Provider shall handle all registration, payments, and reimbursements for all players.
- 3.12.2 The Provider agrees to pay 20% of all registration fees to the City at the end of each league season on an 80%/20% payment scale. It is the Provider's responsibility to submit records concerning attendance and roster information, total registration fees collected, marketing efforts, and satisfaction reports. Records are to be separated by sport or activity in which services were rendered. All records and statistics are due no later than the 7<sup>th</sup> day after the conclusion of the leagues session.
- 3.12.3 The Provider shall pay/reimburse the City in the form of a check no later than 14 days after the end of each league season.

### **3.13 City Responsibilities**

- 3.13.1 The City will help the provider in assisting with marketing and advertising when needed.
- 3.13.2 The City will provide when necessary the minimal essential equipment like soccer goals, basketball hoops, softball bases, volleyball nets, and yardage makers. City will also provide drinking water and first aid kits.
- 3.13.3 The City will help with general game assistance when requested in advance.
- 3.13.4 The City will maintain all fields and courts and will have limited and minimal stooage available when/if requested in advance.
- 3.13.5 The City will be responsible for conducting participant surveys for each league season in addition to those provided by the provider.

**END OF SECTION 3**

**EXHIBIT B**

**INSURANCE REQUIREMENTS - AGREEMENTS FOR OUTSIDE INSTRUCTORS**

- I. **Commercial General Liability**
  - A. Limits of Liability
    - Bodily Injury & Property Damage Liability
    - Each Occurrence \$1,000,000
    - Policy Aggregate \$1,000,000
    - Personal & Advertising Injury \$1,000,000
    - Products & Comp. Ops (If Applicable) \$1,000,000
    - Sexual Abuse & Molestation \$100,000
  - B. Endorsements Required:
    - City of Doral listed as an Additional Insured
    - 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166
    - Contingent Liability
    - Premises and Operations Liability
  
- II. **Workers Compensation (Coverage A)**
  - Statutory limits as required - State of Florida
  
  - Employer's Liability (Coverage B)**
    - \$100,000 for bodily injury caused by an accident, each accident
    - \$100,000 for bodily injury caused by disease, each employee
    - \$500,000 for bodily injury caused by disease, policy limit
  
- III. **Professional Liability/Error's & Omissions (If Applicable)**
  - A. Limits of Liability
    - Each Claim \$250,000
    - Policy Aggregate \$250,000
    - "Retro Date" coverage included

**All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement.**

**Policies shall provide the City of Doral written notice of cancellation or material change from the insurer in accordance to policy provisions. If coverage will not be replaced within 10 days with no lapse in coverage, instructor is required to notify City directly.**

**All insurance will be provided by companies authorized to do business in the State of Florida. Companies must be AM Best rated no less than "A-", "Class VI".**

**Requirements herein are minimums. Coverages, limits, policies and certificates of insurance are subject to review, verification, and amendment by Risk Management.**

**Exhibit C**

**Participant Name:** \_\_\_\_\_ **Program:** \_\_\_\_\_

**Session/Age Group:** \_\_\_\_\_ **Registration Date:** \_\_\_\_\_

**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 102<sup>nd</sup> Avenue / Doral Meadow Park, 11555 NW 58<sup>th</sup> Street &  
Doral Central Park 3000 NW 87<sup>th</sup> Avenue / Doral Legacy Park 11400 NW 82<sup>nd</sup> Street

(Name and Address of Facility)

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

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

**PHOTO RELEASE**

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

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

|                                                              |             |
|--------------------------------------------------------------|-------------|
| Name of Parent/Guardian: _____                               | Date: _____ |
| Signature (Parent/Guardian if participant is a Minor): _____ |             |

**RESOLUTION No. 17-198**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2017-26, "ADULT SPORTS LEAGUES SERVICES," TO THE TOP RANKED FIRMS; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOUTH FLORIDA CLUB SPORT AND MIAMIBASKETBALL.NET FOR A TERM OF ONE (1) YEAR WITH THE OPTION FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS FOR A POSSIBLE TOTAL OF FOUR (4) YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, On August 7, 2017, Request for Proposals #2017-26, "Adult Sports Leagues Services" (the "RFP") was advertised for the provision of providing adult recreational sports leagues; and

**WHEREAS**, Two (2) proposal submittals were received on September 14, 2017 with all proposals meeting the required criteria; and

**WHEREAS**, an evaluation meeting was held on October 10, 2017 where all submitted proposals were scored and ranked. The evaluation committee determined that based on a Three Hundred (300) Point System with a possibility of Ten (10) extra points for each of the following: "Doral Based", "Miami-Dade/Broward County Based", "Certified Minority Business" or "Certified Veteran Business". The firms ranked as follows:

- |    |                          |            |
|----|--------------------------|------------|
| 1. | South Florida Club Sport | 296 Points |
| 2. | MiamiBasketball.net      | 276 Points |

**WHEREAS**, Staff has recommended that the City Council award Request for Proposals #2017-26 "Adult Sports Leagues Services" for City of Doral parks to the top ranked firm and authorize the City Manager to negotiate and enter into an agreement with South Florida Club Sport and MiamiBasketball.net for the provision of providing adult recreational sports leagues for a period of one (1) year with the option for three (3) one (1)

year renewals, for a possible total of four (4) years.

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

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

**Section 2. Award.** RFP #2017-26 is hereby awarded to South Florida Club Sport and MiamiBasketball.net for the provision of providing adult recreational sports leagues is hereby approved.

**Section 3. Authorization to Procure Services.** The City Manager is hereby authorized to negotiate and enter into an agreement with South Florida Club Sport and MiamiBasketball.net for the provision of providing adult recreational sports leagues for a period of one (1) year with the option for three (3) one (1) year renewals, for a possible total of four (4) years. 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 interests of the City. This Authorization does not create or confer any rights to South Florida Club Sport and MiamiBasketball.net or any of the other ranked firms.

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

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

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

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

PASSED AND ADOPTED this 8 day of November, 2017.

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

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

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

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY