

Kathic Brooks Interim City Manager May 30, 2024

Beymar Piraquive Owner 7905 NW 108 Avenue Doral, FL 33178

Ref: Contract Renewal - Doral Soccer Club

Dear Mr. Beymar Piraquive

The City of Doral is exercising its option to renew your agreement for the provision of offering Youth Soccer Programming Management for a period of one year through June 3, 2025. This contract renewal will be under the same terms and conditions as the original contract.

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

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

Sincerely,

Kathie Brooks

Interim City Manager

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

Beymar Piraquive

Date

Man



## Memorandum

Date: May 30, 2024

To: Erin Sullivan, Parks & Recreation Director

From: Chris Hovde, Recreation Programs Coordinator

Subject: Contract Renewal – Doral Soccer Club – Youth Soccer Program

Management

Doral Soccer Club provides Youth Soccer Programming at Morgan Levy Park. They have been offering soccer programming to the youth in our community since 2005. After being awarded in a competitive bid process. We entered into an agreement on June 3, 2021, which is set to expire on June 3, 2024.

Doral Soccer Club has provided excellent instructional youth soccer programming and communicates well to participants as well as our staff. The partnership is beneficial for all parties involved, specifically for the youth in our community who have participated in this program at our parks. They have also been very successful in competitive tournaments against competing clubs.

It is my recommendation that the City renew its contract with Doral Soccer Club for the first of the two one (I) year renewals of the existing agreement (attached), with the new agreement ending June 3, 2025.

#### **Attachments**

Professional Services Agreement Resolution No. 21-102 Notice to proceed (program began on June 3, 2021) Soccer Provider Assessment Certificate of Insurance

# PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL AND DORAL SOCCER CLUB FOR

YOUTH SOCCER PROGRAM MANAGEMENT

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

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for <u>Youth Soccer Program Management</u> (the "Service"); and

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

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

#### 1. Scope of Services/Deliverables.

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

#### 2. Term/Commencement Date.

- 2.1 The term of this agreement shall become effective on the date listed in the issuance of a written Notice to Proceed ("NTP") by the City. Provider shall not commence any services until the City issues the NTP. The agreement shall remain in effect for three (3) years from the date stated on the written NTP, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this agreement for two (2) additional one (1) year terms.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Schedule, unless extended by the City Manager.

#### 3. **Compensation and Payment.**

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 75% 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. 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 and an additional \$750 late fee on payments not received within thirty (30) days after the end of each season.

Along with payment, the Provider shall also submit their pay-out reports and a copy of the participant's registration form and attendance sheets (the City shall provide the spreadsheet template of the pay-out report and attendance sheet 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. <u>Sub-providers.</u>

- 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. <u>City's Responsibilities</u>.

- 5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.3 The City will approve any rates, or the manner for setting such rates charged by the Provider.
- 5.4 The City 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 youth soccer 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 Provider's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Submit an operating budget for the service that provides for registration fees equal to the costs of operating the service.
- 6.3 The Provider will be responsible for their own storage space and equipment.

#### 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.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

#### 9. **Insurance**.

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit G**. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The provider represents and warrants that it has only one employee and is therefore not required to carry worker's compensation insurance.
- 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 53rd Terrace

Doral, FL 33166

For The Provider:

Beymar Piraquive

Owner

Doral Soccer Club 7905 NW 108 AVE Doral, Florida 33178

With a Copy to:

Sonia Vega President

Doral Soccer Club 7905 NW 108 AVE Doral, Florida 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.
- 16.4 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, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

#### 19. **Independent Contractor.**

- 19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 19.2 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

#### 20. Compliance with Laws.

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

#### 21. Waiver

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

#### 22. Survival of Provisions

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

#### 23. **Prohibition of Contingency Fees.**

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

#### 24. **Counterparts**

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

#### 25. Removal of Unsatisfactory Personnel

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

agreement. In the event the City Manager disagrees with the justification offered by Provider, the City Manager's decision to replace the employee shall be final.

#### 26. Force Majeure

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:

CITY OF DORAL

Connie Diaz City Clerk

Hernan M. Organvidez, Interim City Manager

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

Luis Figueredo, ESQ.

**City Attorney** 

**PROVIDER** 

SexTA 2021 Its: DWNER-

Date: 05-21-

Its: PART-DWHER-EARLIG NADELMAN Date: 05-21-2021

#### **Exhibit A**

#### **Scope of Services**

#### **Section 1- Provider Responsibilities**

- 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.
- 1.2 The Provider and The Director of the Parks & Recreation Department or his/her designee, hereinafter referred to as the "Department", will agree upon class schedules. Provider agrees to submit a Program Request Form to the Department for practice and game sessions no less than four (4) weeks prior to the beginning of each session/season. All such forms shall be deemed to form a part of this Agreement. Practice and game sessions should allow for setup time for back to back sessions. The Program Request Form will reflect game and practice sessions held at Morgan Levy Park. Usage of any other parks or City facilities must be approved by the Parks & Recreation Director or his/her designee.
- 1.3 Provider must meet a minimum student enrollment of 25 participants. The City will provide field space with a maximum of 400 participants total within the program at Morgan Levy Park. Maximum capacities may vary depending on facility. It is the Department's sole discretion to set, increase or decrease maximum capacities in writing if not specified within this Agreement. The Provider must make two (2) entire fields available for public use during all practice and game sessions at our facilities. The Provider agrees to take daily attendance of all students registered for the class.
- 1.4 The City reserves the right to schedule maintenance projects for field preservation/restoration purposes. If such projects are scheduled and may interfere with the Provider's services, the City will notify the Provider with at least seven days' notice unless deemed an emergency due to unforeseen circumstances.
- 1.5 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 in the Proposal and on Exhibit "D".
- 1.6 The Provider warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 1.7 The Provider agrees that they shall be solely responsible for all costs and /or expenses associated with, or as a result of its operation under this Agreement. The Provider shall

stipulate and certify that he/she is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of this Agreement.

- 1.8 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to purchase the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.
- 1.9 Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. This includes any photography or filming. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2- Handbills.
- 1.10 The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider.
- 1.11 The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. *Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.* The City reserves the right to cancel game or practice sessions for City sanctioned activities or events and agrees to notify the Provider of said cancellations in writing.
- 1.12 All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department. The Department or City may require that the Provider not be permitted to utilize specific assistants, substitutes, or additional instructors who have failed to follow the Department rules.
- 1.13 Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations.
- 1.14 The Department or City may require that the Provider not be permitted to utilize specific assistants, substitutes, or additional instructors who have failed to follow the Department rules.

- 1.15 All coaches must wear an ID badge at all times, which will be provided by and/or the City of Doral.
- 1.16 Provider must conduct themselves in a professional manner, particularly in the presence of participants, children and parents. The Provider also acknowledges that he or she is primarily responsible for the conduct of the students in all classes under his or her charge.
- 1.17 Although the City shall not control the instructor's techniques, methods, procedures, or sequence of instruction, the Provider will endeavor to comply with the City's and Department's policies and procedures so as not to interfere with their operation, harm or damage the equipment or facilities afforded to Provider for his/her class or to otherwise disrupt the other on-site activities being offered at such public facilities.
- 1.18 Provider must immediately report all incidents that occur within the program to the Program Coordinator as well as the Facility Manager.
- 1.29 Provider is expected to follow-up and communicate with participants and patrons with interest and questions within a 48-hour period.
- 1.20 If the Provider will be providing Services directly with minor children without parental supervision, the Provider shall, prior to commencing Services under this Agreement, comply with the City's policy regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level II screening. The City will furnish the Provider with a background release form (Exhibit "B") for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will come in contact with a child at the Provider's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's employees or any individual who will come in contact with a child at the City through Provider or at Provider's direction, authorizing the City to conduct an inquiry. The result of the inquiry may be deemed acceptable by the City in its sole and complete discretion. If the Provider has recently had a background screening conducted by another agency, the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening. Provider and its employees must also execute a Waiver of Release and Liability (Exhibit "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").

1.21 The City shall be compensated in the following manner:

In consideration of the releases and indemnities contained herein and of the Provider's Services in connection with the classes, programs, tournaments, and activities, described herein, the City shall be entitled to 25% of the fees paid by participants and the Provider shall be entitled to the remaining 75% of fees paid. The non-resident surcharge is fully payable to the City and shall not be included in the monthly gross income calculation.

The Provider will collect all fees from the participants. The Provider shall pay 25% of the gross income after each month to the City in the form of a check made payable to: *The City of Doral*. Payment to the City must be made within fourteen (14) calendar days after the end of each month. Payments which are made after fourteen (14) calendar days are considered late. The City shall assess a 10% late fee on payments not received within fourteen (14) days after the end of each month. The Provider may also be assessed an additional 10% late fee on payments not received within thirty (30) days after the end of each month.

Along with payment, the Provider shall also submit their pay-out reports and a copy of the participant's registration form and attendance sheets (the City shall provide the spreadsheet template of the pay-out report and attendance sheet 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.

Provider must submit payout form displayed in **"Exhibit F"**, registration forms, reports and rosters to Program Coordinator each month along with the payment each month.

- 1.22 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 December 31st each year. All costs and expenses associated therewith shall be the sole responsibility of the Provider.
- 1.23 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.
- 1.24 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.
- 1.25 Provider must submit all marketing material ahead of time for City's approval.
- 1.26 Provider cannot exceed the agreed upon participant enrollment cap between the City and Provider.
- 1.27 Provider must remain in good standing for each portion of Program Quality Assessment in "Exhibit E".
- 1.28 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.
- 1.29 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.

#### **Section 2- Evaluation**

- 2.1 There will be Quality Assessments every three months. 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 will be received in Dec
  - Dec-Feb will be received in March
  - March-May will be received in June
  - Final review and Total points Aug-May will be received in June
- 2.2 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 month

o 80% or more to capacity and at least 80% of those registered being Doral City residents will result in the maximum 5 points that month. 70% or more to capacity and at least 70% of those registered being Doral City residents will result in 4 points that month. 60% or more to capacity and at least 60% of those registered being Doral City residents will result in 3 points that month. 50% or more to capacity and at least 50% of those registered being Doral City residents will result in 2 points that month. 50% or less to capacity and/or less than 50% of those registered being Doral City residents will result in 1 point that month.

#### 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 month
  - o Payment in full requires full payment by the 14<sup>th</sup> of the following month 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 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 month
  - O Program Coordinator and staff will conduct random spot checks to access 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 accessed at the Program Coordinator's discretion and the program will be notified of their points each month.

#### Monthly Points for Quality Assessment:

Full payment and correct reports				
	5 points	14th of month		
3 points end of month		end of month		
1 point next month				

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				

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			

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

Maximum 15 total points can be assessed each month, plus an additional 15 points at the end of the quarter for the quarterly survey. The provider will receive 4 Quarterly Reviews throughout the year as well as an Annual Review.

#### Standing for Registrants and Survey (20 possible points per Quarter) – Program Assessment

- 27-30 points Excellent Standing
- 24-26 points Good Standing
- 0-23 Poor Standing

#### Standing for Payment and Spot Checks (30 possible points per Quarter) – Provider Assessment

- 27-30 points Excellent Standing
- 24-26 points Good Standing

• 0-23 – Poor Standing

Provider must remain in a minimum of Good Standing in both Assessments.

#### **Section 3- Equipment & Materials**

- 3.1 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.
- 3.2 The sales or advertisement of merchandise is restricted to those materials utilized in and for the class. Fundraising activities conducted by the Provider must be approved by the City in advanced. The Provider shall obtain the City's approval of such merchandise prior to its distribution and advertisement or sale.
- 3.3 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.
- 3.4 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.
- 3.5 The Provider shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each class commences that cannot be corrected immediately by the Department, the class shall be canceled and the matter reported to the Department for correction. If the Provider elects to hold his/her class in the facility provided, it will be presumed that the Provider has inspected the premises and facilities and equipment provided for such class and has accepted same as being safe and suitable for the use intended.

## OF DOOR

SIGNATURE

#### **EXHIBIT "B"**

## Parks and Recreation BACKGROUND CHECK RELEASE FORM

	☐ VOLUNTEER ☐ CON	NTRACTUAL	☐ EMPLOYEE
UNDER THE CITY OF DO SECURITY CONSULTAN	, I AUTHORIZE THE CITY OF DORAL T ORAL'S VOLUNTEER/EMPLOYMENT PC TS, INC., HAS BEEN SOLICITED BY THE S FOR ALL CITY EMPLOYEES/VOLUNTE	DLICY. I UNDERST E CITY OF DORAL	tand that southeastern
ALL OTHER INFORMATION	HAT THE RESULT OF THE BACKGROL ON SUBMITTED, IN MAKING A DECISI FOR THE CITY OF DORAL.		
Please be advised that, consist employment and volunteer app background and credit history collected by the City of Doral	cent with Section 119.071(5), Florida Statutes, to plications. The purpose and need for the colled the check, if applicable, on the candidate applying will not be used for any purpose other than to ocial security number to any individual or agent	ection of social securit as an employee or vo o conduct a criminal b	y numbers is to conduct a criminal lunteer. The social security numbers ackground and credit history check. The Ci
CURRENT PERSON	IAL DATA		
	BER	DATE C	OF BIRTH
SOCIAL SECURITY NUM			
SOCIAL SECURITY NUM  PRESENT ADDRESS  CITY	STATE		ZIP

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

Criminal background records/information

DATE

Signature of person making this request	Title
☐ Credit History Check	
► Mational Sex Offender Registry check	

5-13-2009

#### Exhibit "C"

## 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 Glades Park, NW 98<sup>th</sup> Place/ Doral Legacy Park, 11400 NW 82<sup>nd</sup> Street / Doral Central Park, 3000 NW 87<sup>th</sup> Avenue/

Downtown Doral Park, 8395 NW 53<sup>rd</sup> Terrace/ Doral Government Center, 8401 NW 53<sup>rd</sup> Terrace.

(Name and Address of Facility)

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

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

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

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

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

#### **PHOTO RELEASE**

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

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

#### 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: Doral Soccer Club	
Participant Ages: from Boys & Girls 4 years old	to_19 years old
Day(s) of the week program is offered: Weekdays - Tuesda	y & Thursday
Time of Program: from 4:00 pm	to_9:00 pm
Program Dates: from July	to June ·
Program Fee: Recreational \$120.00 Monthly - Registration \$ 100.0	0
Program Enrollment: Minimum 25	Maximum 200
Materials to be supplied by participants: N/A	•
Materials to be supplied by Provider: Soccer equipment, m	
Materials to be supplied by the City: Water	
Additional Program Requirements:	
Point of Contact: Sonia Vega	
Address: 7905 NW 108 Av	
City/State/Zip Code: Doral /Florida / 33178	
	Fax: 305-888-3752
F-mail· info@doralsoccerclub.com	

#### **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: Doral Soccer Club		
Participant Ages: from Boys & Girls 8 years old	to 19 years old	
Day(s) of the week program is offered: Monday, V	Vednesday, Friday	
Time of Program: from4:00 pm	to 9:00 pm	
Program Dates: from July	to June	
Program Fee: Competitive season \$1.450.00		
Program Enrollment: Minimum 25	Maximum_400	
Materials to be supplied by participants: N/A		
Materials to be supplied by Provider: Soccer equip	ment & materials	
Materials to be supplied by the City: Water		
Additional Program Requirements:		
Point of Contact: Sonia Vega		
Address: 7905 NW 108 Av		
City/State/Zip Code: Doral/Florida/33178		
Phone Number:	Fax: 305-888-3752	
E-mail: beymar@doralsoccerclub.com		



#### Exhibit "E"

There are Quality Assessments every three months. 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.

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 month
  - o 80% or more to capacity and at least 80% of those registered being Doral City residents will result in the maximum 5 points that month. 70% or more to capacity and at least 70% of those registered being Doral City residents will result in 4 points that month. 60% or more to capacity and at least 60% of those registered being Doral City residents will result in 3 points that month. 50% or more to capacity and at least 50% of those registered being Doral City residents will result in 2 points that month. 50% or less to capacity and/or less than 50% of those registered being Doral City residents will result in 1 point that month.

#### 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 month
  - O Payment in full requires full payment by the 14<sup>th</sup> of the following month 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 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 month
  - O Program Coordinator and staff will conduct random spot checks to access 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 accessed at the Program Coordinator's discretion and the program will be notified of their points each month.



## **Program Provider Quarterly Assessment**

Provider							
Date							
Session							
30331011							
Program	Assessm	ent Port	ion				
Criteria:							
Registrants -	Capacity and	d residents			Quarterly Su	irvey	
5 points	<80% and <8	30% Res		]	15 points	90% Satisfied	
4 points	<70% and <7	70% Res			12 points	85% Satisfied	
3 points	<60% and <6	60% Res			9 points	80% Satisfied	w
2 points	<50% and <5	50% Res			6 points	75%Satisfied	
1 point	>50% or >50	% Res			0 points	70% or less Sat	tisfied
Scores:  Total Capaci	ty Allowed						
	Registered	% of Cap	% Resident	Points		Satisfaction Su	rvey
1st Month						% Satisfied	
2nd Month						Points	
3rd Month			<u></u>				
		Tota	l Points for Pr	2nd N 3rd Mo Qua	Montly points onthly points rterly Survey		
Notes:							
City:							
Provider:							
-							

**Quarterly Assessment continued on backside** 

## **Provider Assessment Portion**

## Criteria:

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

Spot Checks	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
24-26	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 "F" - Payout Form

Prog	gram :				LAIII	OIL F = F	ayou		Instructor:					
Day	s:													
	sion Begins:	Ends:												
	t Time: ident Fee:	End Time	e: sident Fee						Facility:					
Res	ident ree:	Non-Res	sident ree						**14 business o	lave after end	l of program			
				Non-Res						lays after em	Non-Res			
	Last	First	Res.			XX% Ins		Last	First	Res.	20% Sur	XX%	City	XX% Ins
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2					\$ -	\$ -	25					\$		\$ -
3					\$ -	\$ -	26					\$	-	\$ -
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5					\$ -	\$ -	29					\$		\$ -
6					\$ -	\$ -	31			-		\$	-	\$ -
7 8					\$ - \$ -	\$ - \$ -	32 33			-		\$	-	\$ -
9					\$ - \$ -	\$ -	34		<b>-</b>	<del> </del>		\$		\$ - \$ -
10					\$ -	\$ -	35		-	-		\$	_	\$ -
11					\$ -	\$ -	36			-		\$	-	\$ -
12					\$ -	\$ -	37			+		\$	7	\$ -
13					\$ -	\$ -	38					\$		\$ -
14					\$ -	\$ -	39					\$		\$ -
15					\$ -	\$ -	40					\$	_	\$ -
16					\$ -	\$ -	41					\$		\$ -
17	-				\$ -	\$ -	42					\$	-	\$ -
	TOTALS		0.00	0.00	0.00	0.00				\$ -	\$ -	\$	_	\$ -
	Total Registered													
								Amount to City	•					6
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TO STATE OF THE PERSON									C	9				_
NA PARTIES	** Highlighted n	ames identify pro	o-ration											

#### **EXHIBIT "G"**

#### 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. Operations (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 \$1,000,000 Policy Aggregate \$1,000,000

"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.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DE/YYYY) 07/28/2020

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(iss) must have ADDITIONAL INSURED provisions or 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).

CONTACT Ambar Richards			
E-MAIL ADDRESS: BrichardsEnowilson.com			
INSURER(S) AFFORDING COVERAGE	KAICS		
ikerirer a: evereet natl ins co	10120		
INSURER 8: CREAT AMER INS CO	16691		
IMSURER C: EVEREST IND INS CO	10851		
INSURER D :			
IKSURER C :			
IMSURER F :			
	MAME: ABBSE FICHSFEE FHOME (AC. No. Ext): 813-349-2220  EARL ADDRESS: AFICHSFEEDEWILSON-COM  INSURER(S) AFFORDING COVERAGE  INSURER A: EVEREST MATL INS CO  INSURER B: GREAT AMER INS CO  INSURER C: EVEREST IND INS CO  INSURER C: EVEREST IND INS CO  INSURER C:		

COVERAGES CERTIFICATE NUMBER: 59872773 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.

評		TYPE OF INSURANCE	AUOL BUR	POLACY MUMBER	MANAGE DAYYYYYY	MOLICY EXP	LIMI	ŝ
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1	n yeu DESI	CRETION OF OPERATIONS below					iją, euspiasei – iyonicy bimit	<b>\$</b>
	AD5			BSRB22302500	08/01/20	08/01/21	Each/Aggregate	10%/100%
	Par	ticipant Accident		BBRB22302500	OB/01/20	08/01/21	Medical Exp Limit	50,000
-1	31.55	wal Misconduct Liab		STBGE-01666-201	08/01/20	08/01/21	Bach Occ/Aggregate	500k/2m

DESCREPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Research Schedule, may be attached if more space in required)

Operations of the Florida Youth Boccor Assn. its teams, leagues & clubs. Coverage applies only to official, sanctioned and approved activities of FYSA. Certificate belder has automatic additional insured status when required direct written contract. This cortificate is issued on behalf of: ASPSC DORAL SC

Morgan Levy Park - 5300 NW 102 AVE. DORAL FL 33178

DORAL ACADEMY PREPARATORY - 11100 MW 27TH ST. DORAL FL 33172

\*\*SUPERCEDES ALL PRIOR CERTIFICATES ISSUED. \*\*

\*Sexual Abuse & Molestation is included under the Gen Lieb Policy with limits of \$1m each occurrence/52m aggregate.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
City of Doral	THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
8401 NH 53rd Terrace	AUTHORIZED REPRESENTATIVE
Doral, PL 33166 USA	Con King-

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#### **RESOLUTION No. 21-102**

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDING REQUEST FOR PROPOSALS #2021-04 "YOUTH SOCCER PROGRAM MANAGEMENT" TO THE TWO TOP RANKED FIRMS, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH JUVENTUS ACADEMY AND DORAL SOCCER CLUB FOR THE PROVISION OF YOUTH SOCCER PROGRAM MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Request for Proposals ("RFP") # 2021-04 on January 27, 2021 for the provision of providing Youth Soccer Program Management; and

WHEREAS, Eight (8) firms attended the mandatory pre-bid meeting which was held on February 9, 2021. Four (4) proposal submittals were received on February 24, 2021 with all submittals meeting the required criteria; and

WHEREAS, an evaluation meeting for phase I was held on March 12, 2021 where submittals received were scored and shortlisted to proceed to phase II, which was held on March 19, 2021. The committee determined that based on a Five Hundred (500) Total Point System the firms ranked as follows:

1. Juventus Academy 490 points

2. Doral Soccer Club 488 points

3. Development & Scouting dba Atletico Madrid 453 points

WHEREAS, The City Manager's office respectfully requests approval from Mayor and Members of the City Council to award RFP# 2021-04 "Youth Soccer Program Management" to the two top ranked firms and authorize the City Manager to negotiate and enter into an agreement with Juventus Academy and Doral Soccer Club for the provision of providing youth soccer program management for the City of Doral Parks & Recreation

Department for a period of three (3) years with two (2) one (1) year renewals. and

WHEREAS, the City and the provider will split the revenue generated from the program's registration on a 70%-75% / 30%-25% split (70%-75% Provider / 30%-25% City) with the provider handling all registrations. The revenue split will be paid by the provider to the City and deposited into GL account 001.9000.347404 (Recreation-Soccer).

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

<u>Section 1.</u> <u>Recitals.</u> 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 #2020-04 to the two top ranked firms and authorize the City Manager to enter into an agreement with Juventus Academy and Doral Soccer Club for the provision of providing Youth Soccer Program Management 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 70%-75% / 30%-25% split (70%-75% Provider / 30%-25% City). 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.

<u>Section 4.</u> <u>Implementation.</u> 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.

<u>Section 5.</u> <u>Effective Date.</u> This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Puig-Corve 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 Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilman Claudia Mariaca	Yes
Councilwoman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 14 day of April, 2021.

JUAN CARLOS BERMUDEZ, MAYOF

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

## **Soccer Provider Assessment**

Provider	Doral Soccer Club
Date	5/28/2024
Session	2023-2024 Season

## **Program Assessment Portion**

#### Criteria:

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

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 \_\_

400

	Registered	% of Cap	% Resident	Points
Av Aug-Oct	453	113%	99%	5
Av Nov-Jan	490	122%	99%	5
Av Feb-Apr	536	134%	99%	5

Satisfaction Survey	
% Satisfied 94.44%	
Points 15	

1st Monthly points	5
2nd Montly points	5
3rd Monthly points	5
Quarterly Survey	15
Total Points for Program Assesment Portion	30

#### Notes:

City:	
Doral Soccer Club has grown in numbers consistently while also maintaining a very	
high percentages of residnents within the program. This program is valued and	
by our parks department and the participating community.	
Provider:	

## **Provider Assessment Portion**

#### Criteria:

Full payment and correct reports		
5 points	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
	Aug-Oct	All on time	5
	Nov-Jan	All on time	5
Γ	Feb-Apr	All on time	5

	Offenses	points
1st Month	0	5
2nd Month	0	5
3rd Month	0	5

Notation of Issues Doral Soccer Club has had no offense during the 23-24 soccer

season. All of their coaches have abbided by the park rules, worn their badges at all times, and had great communication

with our staff. One issue we will work on is the direction of

kicks for goal practices to avoid balls leaving the field. And

Also improving timely field requests for games and tryouts.

## **Standings**

Criteria:

Standing for Each

Assessment

points	standing
27-30	Excellent
24-26	Good
0-23	Poor

Points received for Program Assessment	30
Standing achieved for Program Assessment	Excellent

Points received for Provider Assessment	30
Standing achieved for Provider Assessment	Excellent

Coordinator Signature

Provider Signature



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2023

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(les) must have ADDITIONAL INSURED provisions or 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).

PRODUCER		CONTACT NAME:				
LIC #40558248		PHONE (A/C, No. Ext): 612-345-9683	FAX (AUC, No):			
Player's Health Cover USA Inc.		E-MAIL ADDRESS: certificates@playershealth.com				
718 Washington Ave North #402		INSURER(S) AFFORDING COV	ERAGE NAIC#			
Minneapolis	MN 55401	INSURER A: Everest National Insurance Co	ompany 10120			
INSURED		INSURER B: Everst National Insurance Co.	mpany 10120			
Florida Youth Soccer Association		INSURER C: US Fire Insurance Company	21113			
2828 Lake Myrtle Park Rd		INSURER D:				
		INSURER E:				
Aubumdale	FL 33823	INSURER F:				
COVERAGES CERTIFICATE	NUMBER: 44256	DEVISIO	N NUMBER: 3			

COVERAGES CERTIFICATE NUMBER: 44256 REVISION NUMBER: 3

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.

USR TR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	8
	CLAIMS MADE X OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,000 \$ 300,000 \$ 5,000
	GENLAGGREGATE LIMIT APPLIES PER.  X POLICY PRO- LOC	Y	SI8ML0232	SIBML02328-231	8/1/2023	8/1/2024	PERSONAL 8 ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 3,000,000 \$ 1,000,000
	OTHER:						PARTICIPANT LEGAL LIAB  COMBINED SINGLE LIMIT	\$ 1,000,000
В	ANY AUTO OWNED SCHEDULED		SI8ML02328-231		8/1/2023	8/1/2024	(Ea accident) BOORY INJURY (Per person)	\$ 1,000,000
	X HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY			SI8ML02328-231			PROPERTY DAMAGE (Per accident)	\$
A	UMBRELLA LIAB X OCCUR  EXCESS LIAB CLAIMS-MADE  DED RETENTION \$ 0			SI8EX01394-231	8/1/2023	8/1/2024	EACH OCCURRENCE ACCREGATE	\$ 5,000,000 \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH- STATUTE ER  EL EACH ACCIDENT  EL DISEASE - EA EMPLOYEE  EL DISEASE - POUCY LIMIT	
С	Accident Medical			US2065884	8/1/2023	8/1/2024	PER INJURY LIMIT	\$ 50,000

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

Certificates are issued for the operations of the Florida Youth Soccer Association, its teams, leagues & clubs. Coverage applies only to official, sanctioned and approved activities of FYSA. Certificate Holders, its members, officials, officers, employees and agents are included as additional insured with respect to general liability as required by direct written contract. Sexual Abuse & Molestation Limits: \$1,000,000 per occurrence/\$2,000,000 aggregate. This certificate is issued on behalf of: Doral SC.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIV ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE	
Doral PL 33166 Ch A Del 1	_