



# CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal Department: Parks and Recreation

Delivered by: Michael Festa, Parks and Rec Director  
Name

Date of Transmittal: 08/25/2025

The following record (master) copy is being transmitted to the Office of the City Clerk:

- |  |   |
|--|---|
| <input type="checkbox"/> Contract/Agreement        | <input type="checkbox"/> Deed               |
| <input checked="" type="checkbox"/> Renewal Letter | <input type="checkbox"/> Lease              |
| <input type="checkbox"/> Work Order                | <input type="checkbox"/> Trespass Affidavit |
| <input type="checkbox"/> Special Magistrate Order  | <input type="checkbox"/> Other:             |
| <input type="checkbox"/> Vehicle Title             |   |

Is this to be recorded with Miami-Dade County  Yes  No

Is this record:  Capital Improvement  Non-Capital Improvement

Contract / Agreement Termination Date: 06/03/2026

Description of Record Copy: Contract Renewal - Doral Soccer Club - Youth Soccer


Program Management. (City of Doral Council Resolution No. 21-102)

Approved by Council:  Yes  No Council Meeting Date: 04/14/2021  
*(Provide Resolution / Ordinance / Minutes attached when applicable)*

Non-Council Item: Contract renewal of Youth Soccer Programming Management for 1 year.  
*(Provide a brief explanation of the reason / need for the purchase, service, etc.)*

Budgeted Funds:  Yes  No Account No.: \_\_\_\_\_ FY: 25-26

**City Attorney's Office Use Only**

Approved: 

**City Clerk's Office Use Only**

Received: \_\_\_\_\_



August 12, 2025

Zeida C. Sardiñas

City Manager

Beymar Piraquive  
Owner  
7905 NW 108 Avenue  
Doral, FL, 33178

**Ref: Contract Renewal – Doral Soccer Club**

As you are aware, the above referenced agreement for the provision of offering Youth Soccer Programming Management was originally scheduled to end on June 3, 2025. The City of Doral invites your company to extend the term of this agreement for an additional one (1) year.

The term of the agreement shall remain in full force and effect. The new expiration date will now be June 3, 2026.

Kindly sign this notice with your acceptance and return at your earliest convenience.

The City wishes to thank you and your team for the services you have provided. It is fully realized 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.

Zeida C. Sardiñas  
City Manager

Beymar Piraquive

Owner

Date: 08-14 / 2025



## Memorandum

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Date: August 22, 2025

To: Michael Festa, Parks & Recreation Director

From: Marquise West, Recreation Contracts Coordinator

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

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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 was set to expire on June 3, 2025.

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 and have been invited to a more competitive league.

It is my recommendation that the City renew its contract with Doral Soccer Club for the first of the two one (1) year renewals of the existing agreement (attached), with the new agreement ending June 6, 2025.

### **Attachments**

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



# CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal Department: Parks and Recreation

Delivered by: Erin Sullivan  
*Name*

Date of Transmittal: 06/03/2024

The following record (master) copy is being transmitted to the Office of the City Clerk:

- |  |   |
|--|---|
| <input type="checkbox"/> Contract/Agreement        | <input type="checkbox"/> Deed               |
| <input checked="" type="checkbox"/> Renewal Letter | <input type="checkbox"/> Lease              |
| <input type="checkbox"/> Work Order                | <input type="checkbox"/> Trespass Affidavit |
| <input type="checkbox"/> Special Magistrate Order  | <input type="checkbox"/> Other: _____       |
| <input type="checkbox"/> Vehicle Title             | _____                                       |

Is this to be recorded with Miami-Dade County  Yes  No

Is this record:  Capital Improvement  Non-Capital Improvement

Contract / Agreement Termination Date: 06/03/2025

Description of Record Copy: Contract Renewal - Doral Soccer Club - Youth Soccer Program Management.  
(City of Doral Council Resolution No. 21-102)

Approved by Council:  Yes  No Council Meeting Date: 04/14/2021  
*(Provide Resolution / Ordinance / Minutes attached when applicable)*

Non-Council Item: Contract renewal of Youth Soccer Programming Management for 1 year.  
*(Provide a brief explanation of the reason / need for the purchase, service, etc.)*

Budgeted Funds:  Yes  No Account No.: \_\_\_\_\_ FY: 24

**Procurement Use Only**

Reviewed: \_\_\_\_\_

**City Clerk's Office Use Only**

Received: \_\_\_\_\_

**City Attorney's Office Use Only**

Received: JG \_\_\_\_\_



Kathie 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

06-03-2024

Date



## Memorandum

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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

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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 (1) 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 Youth Soccer Program Management (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. **Sub-providers.**

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

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

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.3 The City will approve any rates, or the manner for setting such rates charged by the Provider.
- 5.4 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 53<sup>rd</sup> 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**

26.1 Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

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

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

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

Attest:

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

**CITY OF DORAL**

By:   
\_\_\_\_\_  
Hernan M. Organvidez, Interim City Manager

Date: 6/3/2021

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



Luis Figueredo, ESQ.  
City Attorney

PROVIDER

By: [Signature]  
Its: OWNER - SONIA VEGA  
Date: 05-21-2021

By: [Signature]  
Its: PART-OWNER - ENILIO 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

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

Monthly Points for Quality Assessment:

Full payment and correct reports	
5 points	14th of month
3 points	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.



EXHIBIT "B"

# Parks and Recreation

## BACKGROUND CHECK RELEASE FORM

VOLUNTEER       CONTRACTUAL       EMPLOYEE

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

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

**NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBER**

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

### CURRENT PERSONAL DATA

NAME \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

Criminal background records/information

National Sex Offender Registry check

Credit History Check

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

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 from any and all liability to release, waive, discharge, and covenant not to sue the City of Doral, its officers, agents, employees, and volunteers from any and all liability or claims which may be sustained by me, my minor child/ward, or a third party directly or indirectly in conjunction with, or arising out of participation in the activity described herein, whether caused in whole or in part by the negligence of the City of Doral or otherwise.

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

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

**PHOTO RELEASE**

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

**I, on behalf of myself or my child/ward, have read the above provision, fully understand its terms, and understand that I, on behalf of myself or my child/ward, have given up substantial rights by signing this waiver and I acknowledge that I signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all 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 - Tuesday & 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 \$ 100.00

Program Enrollment: Minimum 25 Maximum 200

Materials to be supplied by participants: N/A

Materials to be supplied by Provider: Soccer equipment, materials and uniform

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: 786-319-1418 Fax: 305-888-3752

E-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, Wednesday, Friday

Time of Program: from 4:00 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 equipment & 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: 786-222-0836 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
  - 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
  - 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
  - Program Coordinator and staff will conduct random spot checks to assess the quality of the program. If coaches are not wearing their required ID badges, practices are not starting and ending on time or there are conduct issues these would result in missing points each month. These will be assessed at the Program Coordinator's discretion and the program will be notified of their points each month.



### Program Provider Quarterly Assessment

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

### Program Assessment Portion

**Criteria:**

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

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

**Scores:**

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

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

Satisfaction Survey	
% Satisfied	
Points	

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

**Notes:**

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

## Provider Assessment Portion

### Criteria:

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

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

### Scores:

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

	Offenses	points
1st Month		
2nd Month		
3rd Month		

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

## Standings

### Criteria:

Standing for Each  
Assessment

points	standing
27-30	Excellent
24-26	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

Program : Days: Session Begins:                      Ends: Start Time:                              End Time: Resident Fee:                            Non-Resident Fee:	Instructor:  Facility:  <p style="text-align: center;"><i>**14 business days after end of program</i></p>
--	---

	Last	First	Res.	Non-Res 20% Sur	XX%City	XX% Ins		Last	First	Res.	Non-Res 20% Sur	XX%City	XX% Ins
1					\$ -	\$ -	24					\$ -	\$ -
2					\$ -	\$ -	25					\$ -	\$ -
3					\$ -	\$ -	26					\$ -	\$ -
4					\$ -	\$ -	28					\$ -	\$ -
5					\$ -	\$ -	29					\$ -	\$ -
6					\$ -	\$ -	31					\$ -	\$ -
7					\$ -	\$ -	32					\$ -	\$ -
8					\$ -	\$ -	33					\$ -	\$ -
9					\$ -	\$ -	34					\$ -	\$ -
10					\$ -	\$ -	35					\$ -	\$ -
11					\$ -	\$ -	36					\$ -	\$ -
12					\$ -	\$ -	37					\$ -	\$ -
13					\$ -	\$ -	38					\$ -	\$ -
14					\$ -	\$ -	39					\$ -	\$ -
15					\$ -	\$ -	40					\$ -	\$ -
16					\$ -	\$ -	41					\$ -	\$ -
17					\$ -	\$ -	42					\$ -	\$ -
<b>TOTALS</b>			0.00	0.00	0.00	0.00				\$ -	\$ -	\$ -	\$ -

Total Registered \_\_\_\_\_

Total Collected-Residents:            0.00

Total Collected-NonRes. Surcharge    0.00

Grand Total Collected                    0.00

Amount to City  
 (30%)+ 20%  
 Surcharge                                    0.00

**Amount to Instructor (XX%)            0.00**

Received by Admin on : \_\_\_\_\_

Park Supervisor Signature: \_\_\_\_\_

**\*\* Highlighted names identify pro-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.**



**RESOLUTION No. 21-102**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED 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:**

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

**Section 2. Approval & Authorization.** The Mayor and City Council-members hereby approve the award of Request for Proposals #2020-04 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.

**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.

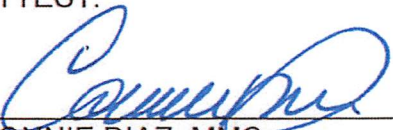
The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

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, MAYOR

ATTEST:

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

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

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



### 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	<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

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 Monthly points 5  
 3rd Monthly points 5  
 Quarterly Survey 15  
 Total Points for Program Assessment Portion 30

#### Notes:

City:

Doral Soccer Club has grown in numbers consistently while also maintaining a very  
high percentages of residents 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	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
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 abided 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





POLICY NUMBER: GCN0012372-251

COMMERCIAL GENERAL LIABILITY  
ECG 20 600 05 09

**THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
  2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

POLICY NUMBER: GCN0012372-251

COMMERCIAL GENERAL LIABILITY  
ECG 24 522 04 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS  
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: GCN0012372-251

COMMERCIAL GENERAL LIABILITY  
ECG 24 520 04 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Paragraph a. Primary Insurance of 4. Other Insurance** of **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.