



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council
Robert L. Vernon, *Mayor*
Jorge E. Mendia, *Vice Mayor*
Michael Davey
Enrique Garcia
Steve Liedman
Thomas Thornton
Patricia Weinman

Village Manager
Genaro "Chip" Iglesias

DT: July 8, 2008

TO: Honorable Mayor and Council Members

FR: Genaro "Chip" Iglesias, Village Manager

RE: **Contract for Recreational Management Services (soccer)**

RECOMMENDATION

It is recommended that the Village Council approve the contract for recreational management services with Stepstone Enterprises LLC.

BACKGROUND

The Youth Athletics Advisory Board recommended to the Village that organizations submit "letters of interest" (L.O.I) to provide management services for the 2008-09 soccer season. The Village sent a L.O.I request to seventeen (17) soccer organizations on April 30, 2008. The Village received five (5) responses to the L.O.I. by the response deadline of June 9, 2008. On June 23, 2008 the Youth Athletics Advisory Board and staff meet to interview the five (5) responding firms. The Youth Athletics Board reconvened on June 30, 2008 to rank and recommend a firm to the Village Council. The firm A.C. Milan D.B.A Stepstone Enterprises LLC., was recommended to the Village Council and staff as the management firm for the 2008-09 soccer season. I concur with this recommendation. Time is of the essence due to soccer season commencing on September 1, 2008. As a result, on July 1, 2008 Village staff and representative from A.C. Milan met to draft a contract and budget for these services.

Included with this recommendation are the following items:

1. Contract
2. Exhibit "A": A.C. Milan Response to the L.O.I.
3. Exhibit "B": Budget for the 2008-09 Soccer Season
4. Exhibit "C": L.O.I sent to the seventeen organizations
5. Exhibit "D": Additional information provided by A.C. Milan

RESOLUTION NO. 2008-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE RECREATIONAL MANAGEMENT SERVICES AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE AND AC MILAN FOR THE CREATION AND ADMINISTRATION OF A YOUTH SOCCER PROGRAM; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council desires to retain the recreational management services of AC Milan (the "Consultant") for the creation and administration of a Youth Soccer Program for Village residents; and

WHEREAS, the Village Council finds that approval of the attached Agreement for Recreational Management Services between Consultant and the Village is in the best interest of the Village.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Agreement Approved. That the certain Village of Key Biscayne Agreement for Recreational Management Services between the Village of Key Biscayne and AC Milan (the "Agreement"), in substantially the form attached hereto, is hereby approved, and the Village Manager and Village Clerk are authorized, in their respective capacities, to execute the Agreement on behalf of the Village, once approved by the Village Attorney as to form and legal sufficiency.

Section 3. Implementation. That the Village Manager and Village Attorney are hereby authorized to take any necessary action to implement the purposes of this resolution and the Agreement.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this _____ day of _____, 2008.

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

**AGREEMENT BETWEEN VILLAGE OF KEY BISCAYNE
AND STEPSTONE ENTERPRISES FOR
RECREATIONAL MANAGEMENT SERVICES**

THIS AGREEMENT is entered into this July 8th, 2008 between the Village of Key Biscayne, a Florida municipal corporation, (VILLAGE), and Stepstone Enterprises LLC (CONTRACTOR).

WHEREAS, the VILLAGE desires to retain the professional services of CONTRACTOR to provide recreational management services; and

WHEREAS, the CONTRACTOR desires to provide recreational management services to the VILLAGE and its residents.

**ARTICLE 1
SCOPE OF SERVICES**

- 1.1 CONTRACTOR shall provide recreational management services and oversight for the Village of Key Biscayne youth soccer program (Program). Contractor shall be prepared to provide for appropriate levels of skill development and training for no less than four hundred (400) Program participants ranging in ages from five (5) to sixteen (16) years old in accordance with the conditions and specifications as set forth in Contractor's Letter of Interest (attached hereto as Exhibit "A") and all existing and future rules, regulations, and procedures relating to the usage of the VILLAGE facilities.
- 1.2 CONTRACTOR shall conduct soccer related recreational and educational programs, activities, events, leagues, and services as assigned by the Village Manager, or his designee, in a professional, careful and responsible manner with due regard for the safety of the participants and others, during normal operating hours.
- 1.3 CONTRACTOR shall be solely responsible for providing and compensating all instructors, counselors, officials, coaches and other personnel costs associated with recreational soccer programs, activities, events, leagues, and services, or as required by the VILLAGE, at its sole discretion. The VILLAGE shall provide necessary facilities for all programs as described in Section 1 .2.
- 1.4 Contractor shall ensure that a minimum of one coach at each Program event shall be First Aid and CPR certified.

- 1.5 CONTRACTOR shall also advise the Park and Recreation Director (the" Director") , in writing, of schedules, to which the Director may recommend changes.
- 1.6 CONTRACTOR shall provide all programs, activities, events, leagues, and services as directed by the Director, at his sole discretion. The Director shall authorize each activity, league, or program prior to planning and registration and approve all schedules prior to the VILLAGE conducting registration.
- 1.7 CONTRACTOR shall collect and maintain attendance reports, schedules, and player evaluation forms for all program participants. CONTRACTOR shall make all forms available to the VILLAGE upon request.
- 1.8 CONTRACTOR shall make provisions for the acceptance of participants with special needs and scholarship participants as determined by the VILLAGE on an individual basis.
- 1.9 CONTRACTOR shall ensure that all officials used by CONTRACTOR shall be certified as approved by the Director prior to the start of each league.
- 1.10 CONTRACTOR shall provide that all coaches involved in youth sports or leagues shall be certified by the FYSA. VILLAGE shall provide FYSA classes for the coaches. All fees shall be paid by the coach. .
- 1.11 CONTRACTOR shall advise the VILLAGE, at no charge, of specific purchasing needs including all other related supplies.
- 1.12 CONTRACTOR shall provide all practice, game and exhibition schedules necessary for the successful operation of the Programs. CONTRACTOR shall provide VILLAGE with any special maintenance requirements with at least seven (7) days prior notice.
- 1.13 CONTRACTOR shall actively supervise the daily operation of all programs, activities, events, leagues, and services, and CONTRACTOR shall provide a minimum of one employee on each site during all activities.
- 1.14 CONTRACTOR shall actively supervise youth soccer teams at all times. All programs shall have a supervision ratio of not less than 1:15 at all times, including practices. All children shall be appropriately supervised at all times.

- 1.15 CONTRACTOR recognizes that VILLAGE facilities shall be available for general public use at anytime, except for league games, or as otherwise authorized by the Director.
- 1.16 CONTRACTOR shall be responsible for enforcing compliance with the approved rules for all leagues and programs. The VILLAGE reserves the right to enact other rules, if necessary, at its sole discretion.
- 1.17 CONTRACTOR shall ensure that all officials, coaches, volunteers, and instructors undergo thorough background screening, including fingerprinting and criminal background check prior to supervising children, and furnish all reports to the VILLAGE. The VILLAGE reserves the right to suspend, bar, or expel any employee, coach, volunteer, counselor, or instructor for any reason, at its sole discretion, without recourse from the subject person or the CONTRACTOR.

ARTICLE 2

PROGRAM FACILITIES AND EQUIPMENT

- 2.1 The VILLAGE shall permit CONTRACTOR to conduct the soccer related programs outlined in this Agreement on certain designated properties within the VILLAGE. The designated areas for the Program to utilize are the Village Green, Key Biscayne Community School, Crandon Park and St. Agnes field.
- 2.2 The VILLAGE shall be responsible for reserving the facilities for the dates and times specified in the Program schedule.
- 2.3 contractor shall return the premises to its original condition following the completion of each game, practice, etc.
- 2.4 CONTRACTOR shall provide all equipment necessary for the Program including, soccer balls, cones, and uniforms. VILLAGE shall approve all uniforms prior to issuance.

ARTICLE 3

TERM OF AGREEMENT

- 3.1 This Agreement shall remain in full force and effect for a period of one (1) year commencing on the day of execution and may be extended for three (3) additional one (1) year terms at the discretion of the VILLAGE ,acting by and through the Village Manager.

ARTICLE 4
FEEES AND COMPENSATION

- 4.1 The CONTRACTOR shall be compensated from fees collected by CONTRACTOR and VILLAGE, payable to the CONTRACTOR from participants or teams participating in recreational leagues and programs provided by CONTRACTOR. All fees shall be approved by the VILLAGE Manager, and CONTRACTOR shall not alter existing fees, or introduce any new fees without the written approval of the Village Manager. CONTRACTOR shall be paid 100% of all revenues derived from all recreational programs managed by CONTRACTOR hereunder. Said payments shall be due and payable within thirty (30) days from the time they are received.
- 4.2 CONTRACTOR shall not charge any participant for any other services not contained in the Agreement.
- 4.3 All items sold by CONTRACTOR shall be approved by the Director prior to the CONTRACTOR offering any item for sale.
- 4.4 CONTRACTOR shall keep all books and league lists/rosters in accordance with standard accounting procedures, and shall make them available to the VILLAGE for inspection and audit at all times.
- 4.5 CONTRACTOR may solicit sponsors for recreational sports leagues, subject to VILLAGE approval, at its sole discretion. Sponsors shall not be solicited without the express written consent of the Director.
- 4.6 In the event of a budget deficit, the VILLAGE's financial contribution to the operation of this contract shall not exceed \$10,000. Any financial contributions to the CONTRACTOR for soccer operations shall be approved by the VILLAGE Manager before a request is submitted.
- 4.7 Any expenditure exceeding the budget attached as exhibit "B" must be approved by the VILLAGE Manager before any cost is incurred.

ARTICLE 5
TERMINATION OF AGREEMENT

This Agreement may be terminated upon ten (10) days written notice from the VILLAGE at VILLAGE'S sole discretion. In the event of termination by the VILLAGE, the CONTRACTOR shall not be entitled to any

compensation other than that earned prior to and during the notice period. CONTRACTOR may terminate this Agreement, at its sole discretion, by giving thirty (30) days written notice to the VILLAGE. The Village Manager shall act for VILLAGE hereunder.

ARTICLE 6
INDEPENDENT CONTRACTOR

CONTRACTOR has control over the means and methods by which it performs the services. CONTRACTOR, its employees and agents shall be deemed independent contractors and not agents or employees of the VILLAGE, and shall not attain any rights or benefits generally afforded Village employees; further, CONTRACTOR, its employees and agents shall not be deemed entitled to the VILLAGE'S worker's compensation, insurance benefits or similar laws.

ARTICLE 7
INDEMNIFICATION CLAUSE

CONTRACTOR agrees to defend, indemnify and hold harmless the VILLAGE and VILLAGE'S agents, officers, and employees from and against any and all claims, suits, damages, liabilities or causes of action arising during the term of this Agreement, arising out of, related to, or in any way connected with the performance or non-performance of any provision of this Agreement required of the CONTRACTOR, including personal injury, loss of life or damage to property and from and against any orders, judgments or decrees which may be entered, and from and against all costs, attorney's fees, and expenses incurred in and about the defense of any such claim and the investigation thereof, regardless of the negligence of VILLAGE or VILLAGE'S agents, officers, and employees. .

ARTICLE 8
INSURANCE

- 7.1 CONTRACTOR shall provide, pay for, and maintain in force at all times during the period of this Agreement, a Comprehensive General Liability Insurance Policy with minimum bodily injury coverage of \$1,000,000.00 (one million dollars) and \$200,000.00 (two hundred thousand dollars) property damage liability.
- 7.2 CONTRACTOR shall secure workers compensation insurance in the amount required by Florida Statute for all employees to the extent required for compliance with the "Workers' Compensation Law"(Ch. 440, F.S.) of the State of Florida and any applicable federal laws..

- 7.3 CONTRACTOR shall secure a Business Automobile Liability policy with a minimum coverage of One Million Dollars (1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- 7.4 The VILLAGE shall be named, as an additional insured on all insurance policies the CONTRACTOR is required to provide, except for any applicable Workers Compensation insurance .

ARTICLE 9
MISCELLANEOUS

- 8.1 CONTRACTOR shall, without additional expenses to VILLAGE be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, county, and municipal laws, ordinances, and regulations in connection with the performance of the services specified herein. CONTRACTOR shall take proper safety and health precautions, including the employment of needed assistance, to protect participants, the VILLAGE, the public and property of others. CONTRACTOR shall be responsible for all service performed or required to be performed pursuant to this Agreement.
- 8.2 The CONTRACTOR shall not promote any privately owned business in a VILLAGE park faculty or solicit any participant in a VILLAGE park for any privately owned business. 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 CONTRACTOR.
- 8.3 CONTRACTOR shall meet with the Director or designee, and shall attend all meetings as required.
- 8.4 No modification, amendment, or alteration of the terms and conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
- 8.5 This Agreement is non-transferable or assignable, and CONTRACTOR agrees not to transfer or assign the performance of services called for in the Agreement.
- 8.6 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date above:

Village of Key Biscayne

By: _____

Genaro " Chip " Iglesias
Village Manager

ATTEST:

Conchita Alvarez,
Village Clerk

APPROVED AS TO LEGAL FORM:

Village Attorney

CONTRACTOR

BY: _____

Name: _____

Title: _____

EXHIBIT “A”



A.C. Milan
S.p.A.

1. Proposed Contractor Objective:

The Milan Academy and **A.C. Milan** (Nominated by FIFA as the world's most successful soccer club and youth development program) would like to offer the community of Key Biscayne a permanent and seasonal Soccer Camp and Soccer Academy Program, with focus on the **Integral Development** of children of all social and ethnic backgrounds. This program will be implemented through benchmarked short and long term goals with the supervision and planning of experienced professionals, the use of technology, innovation, science and with the effort of its network of national and international staff.

2. Proposed Contractor Organizational History Summary:

A.C. Milan, a world renowned institution was founded in 1899. The Milan Academy Program is conducted in 178 locations world wide. Over 100,000 children form part of this program every year and it has been the leading Integral Development program in the Americas and in the world for the passed 11 years. This program is managed by Stepstone Enterprises LLC, an international sports and special events management company operating on behalf of A.C. Milan in 22 states in the USA, Canada and in 13 countries in Latin America providing support to educational, social and recreational programs in the specified territories benefiting parents, children, coaches and other professionals through Clinics, workshops, Masters Courses, Charity Events and Sports Programs targeted towards the promotion of family values, crime prevention, professional formation and a healthy mindset.

3. Proposed Contractor's Biographical Information:

Eddie Marles, A.C. Milan **Managing Director** for North and Latin America has been responsible for the implementation and growth of the A.C. Milan Youth Program since 2004 and is directly responsible for its continued growth and unique success through his use of public relations, management and marketing skills, planning and projections. Mr. Marles is also the founder and President of Stepstone Enterprises and has transformed this USA based company into an international Events Management Company with 40 staff members and or contractors, overseeing operations for more than thirty thousand (30,000) families, children, trainers and educators.



Campionati Italiani



Coppa Italia
1967-1972-1973-1977-2003



Supercoppa Italiana
1988-1992-1993-1994



Coppa dei Campioni
1963-1969-1989-1990-1994-2003



Coppa delle Coppe
1968-1973



Supercoppa Europea
1989-1990-1994-2003



Coppa Intercontinentale
1969-1989-1990



A.C. Milan
S.p.A.

Eddie Marles formed part of the USA Olympic Wrestling Team where he developed his sense of leadership and attended numerous Universities in the United States, Europe and in Latin America. Mr. Marles presently provides consulting services for other professional soccer teams from Europe and Latin America and is developing a social development model program plan for the United Nations. This plan will be launched on June 30, 2008 in the city of Pereira, Colombia and it is expected to expand throughout Latin America within the next 12 months.

Other Key Staff:

Jose Soto, a Springfield College sports physiology graduate, is Milan Academy's **Quality Control Manager and Logistics Coordinator** for the all Milan Academies in North America. Mr. Soto has been responsible for the diffusion of the Milan Soccer Camp program in CT, VA, GA, NY, MA and FL.

Mr. Soto has been responsible for the A.C. Milan coordination and organization of Major events such as the NSCAA Convention, USYSA Convention, the WSYSA (Palooza) convention, Milan Park Disney Showcase, Banamex Expo Futbol (Mexico City).

Mr. Soto has worked directly with Milan Lab (A.C. Milan's sports medicine laboratory) and the A.C. Milan Team in Milan, Italy and is in charge of following progress reports, analysis, evaluations, including surveys and testing for academy children in the USA.

Director Of Coaches

Mirco Gubellini: Presently undergoing a masters course in the Milan Academy formational school in Milan, Italy. Over 200 hours of intense training with the guidance of the Catholic University of Milan, Milan Lab and the Milan Academy Staff in Italy. Mr. Gubellini is a former Italian League professional player and Youth Development trainer with experience in 30 different countries with over 10 years in this field.

Mirco is presently the Director of Coaches for the Milan Academy Program in Doral, FL. where he manages a staff of 15 trainers and 450 children of Development and Elite levels.



Campionati Italiani



Coppa Italia
1967-1972-1973-1977-2003



Supercoppa Italiana
1988-1992-1993-1994



Coppa dei Campioni
1963-1969-1989-1990-1994-2003



Coppa delle Coppe
1968-1973



Supercoppa Europea
1989-1990-1994-2003



Coppa Intercontinentale
1969-1969-1990



A.C. Milan
S.p.A.

4. Description of Managed Programs and Events:

2007/2008-Milan Academy, City of Doral, FL. 450 Children in Recreational, Development and Competitive levels. Year long program
2007/2008- Milan Academy, City of Santa Clarita, CA. 350 Children in Recreational, Development and Competitive levels. Year long program
2007/2008- Galassia Milan International Talent Clinic and Tournament. Milan, Italy
2006-2008- Milan Academy, City of Toronto, Ontario. 100 Children in Elite level
2004-2008 NSCAA, USYSA, WSYSA, CALSOUTH EXPO Conventions, Milan Park, Disney Showcase 3v3 Finals

2004-2008 Milan Junior Camp Program North American locations

Queens NY	Phoenix, AZ
Stanford, CT	Olivett, MI
Winchester, VA	Indianapolis, IN
Norfolk, VA	Toronto, ON
Fairfax, VA	Doral, FL
Atlanta and Lilburn, GA	Glendale, CA
Plymouth, MI	Santa Clarita, CA
Riverside, CA	San Francisco, CA

Latin American Locations

Guayaquil, Ecuador	Cuenca, Ecuador
Santiago, Chile	Quito, Ecuador
Caracas, Venezuela	Mexico City, Mexico
Panama City, Panama	Bogota, Colombia
Pereira, Colombia	Cali, Colombia
Medellin, Colombia	Lima, Peru
Sao Paolo, Brazil	Buenos Aires, Argentina
Cali, Colombia	Sabaneta, Colombia
Bucaramanga, Colombia	

Masters Courses

2008-Bogota, Colombia
2008-Pereira, Colombia
2007-Panama City, Panama

Clinics

Baltimore, MD, Santa Clarita, CA, Doral, FL



Campionati Italiani



Coppa Italia
1967-1972-1973-1977-2003



Supercoppa Italiana
1988-1992-1993-1994



Coppa dei Campioni
1963-1969-1989-1990-1994-2003



Coppa delle Coppe
1968-1973



Supercoppa Europea
1989-1990-1994-2003



Coppa Intercontinentale
1969-1989-1990

EXHIBIT “B”

Event Name **2008-2009 Key Biscayne 510 Players**
 Location Key Biscayne-MIAMI, FL

Revenue

	#	Costs	Time	Periods	Total	TOTAL USD
REGISTRATION PROJECTED TOTAL REVENUE						2008/09
Boys Competitive Players	230	560	6	Months		\$ 128,800.00
Boys Developmental Players	180	460	5	Months		\$ 82,800.00
Girls Competitive Players	50	560	6	Months		\$ 28,000.00
Girls Development Players	50	460	5	Months		\$ 23,000.00
Total Fees						\$ 262,600.00
Other Revenues						
Post Season activities	200	165	2	months		\$ 66,000.00
Camp Shared Revenue						\$ 10,000.00
International Tournament	30	200				\$ 6,000.00
Merchandise Sales						\$ 3,000.00
Fund Raisers						\$ 10,000.00
Sponsorships						\$ 20,000.00
Total Other Revenues						\$ 115,000.00
						\$ 377,600.00

Expenses

Staff Expense						
Coaches						
Coaches 40 Boys Teams 410 boys	20	700	6	Months		\$ 84,000.00
Coaches 8 girls Teams for 100 players	4	700	6	Months		\$ 16,800.00
Post season coaches	8	700	2			\$ 11,200.00
Total Coaches Expense						\$ 112,000.00
Operational Staff						

President, Technical Director, Manager & Assistant Manager						\$ 123,800.00
Total Staffing Cost						\$ 235,800.00
League Cost						
	t/p					
Boys Passes	280	30	5\$	Variable		\$ 8,400.00
League Registration Boys	26.00	200				\$ 5,200.00
Play Off	26.00	190				\$ 4,940.00
Referees	26.00	50	4	6		\$ 31,200.00
Total League Costs						49,740.00
Equipment						
Balls (500 balls per 410 Players)	600	11	6	Months		\$ 6,600.00
Bibs	300	6	1	Anually		\$ 1,800.00
Goals, Cones, Discs, Flags, Rims, Ladders coolers, tents				Anually		\$ 3,000.00
Total						12,400.00
Uniforms						
Players Uniforms Competitive 3-3-3 & 1	280	135	1	Anually		\$ 37,800.00
Players Uniforms Development 2- 2- 2 &	230	95	1	Anually		\$ 21,850.00
Staff Uniforms 2-2-2-1 TRAINING BAG	24	90	1	Anually		\$ 2,160.00
Numbering of Uniforms	510	4,500				\$ 4,500.00
Total Uniforms						66,310.00
Administrative and Management Fees						
Printing & Publications			1	Anually		\$ 1,000.00
Visual Identity			1	Anually		\$ 500.00
Marketing Supplies			1	Anually		\$ 1,000.00
Publicity			1	Anually		\$ 1,000.00
Total						\$ 3,500.00
Professional fees						
Attorney				Anually	1,000	\$ 1,000.00
Coaches Education						
Coaches Licenses						\$ 3,000.00

Fund Raising Events		
Milan Park		\$ 5,000.00
Total of Expenses		\$ 373,250.00
Total Revenue		\$ 377,600.00
Revenue over Expenditiures		\$ 4,350.00

EXHIBIT “C”

Request for Letters of Interest

In its continued efforts to serve the residents of the Village of Key Biscayne, the Parks and Recreation Department (the "Department") is currently seeking to develop a youth soccer program designed to educate area children about the game of soccer and provide them with an avenue for basic skill development. To that end, the Department invites qualified and experienced individuals or firms (the "Proposed Contractor") who would like to oversee the development and implementation of a successful youth soccer program, capable of meeting the goals of the Department, to submit a letter of interest for the consideration of the Village, including review and input from the Village's Youth Athletics Advisory Board.

Letters of interest submitted to the Village shall include the following: (1) an outline of the type of program the Proposed Contractor intends to design and implement for the Village including an explanation of how it will achieve the Department's stated goals, (2) a brief organizational history of the Proposed Contractor; (3) biographical information of the Proposed Contractor's proposed director for the program as well as any key staff, and (4) a list and description of all soccer programs, leagues, and events previously developed and managed by the Proposed Contractor.

Submissions (including an original and ten (10) copies) must be received by the Village in the form of a Letter of Interest, which meets the requirements which are set forth herein, no later than 3p.m., on Monday, June 9th, 2008, at the Office of the Village Clerk, located at 88 W. McIntyre Street, Suite 220, Key Biscayne, Florida 33149. Faxes and email submittals are not acceptable.

Each qualified and responsive Proposed Contractor shall be evaluated based on the experience of their staff, history of developing successful programs and ability to meet the stated goals of the Department. Following a thorough evaluation of the qualifications of each Proposed Contractor, the Youth Athletics Advisory Board may invite up to the four (4) most qualified Proposed Contractors to make a presentation to the Board. Any final decision of the Village to authorize negotiations of a contract with the Proposed Contractor shall be up to the final decision of the Village Council and shall be subject to any recommendations of the Village Manager.

Any questions involving the Letter of Interest process shall be made in writing and directed to:

Todd Hofferberth, Parks and Recreation Director
Parks and Recreation Department
Village of Key Biscayne
10 Village Green Way
Key Biscayne, FL 33149
FAX (305) 365-8991
E-mail: thofferberth@keybiscayne.fl.gov

EXHIBIT “D”

Todd Hofferberth

From: eddiemarls@aol.com
Sent: Monday, June 30, 2008 2:11 PM
To: Todd Hofferberth
Subject: questions for AC Milan
Attachments: Key Bisc 6 30 08.zip

Dear Sirs,

Thank you for this great opportunity and for providing us the possibility to illustrate the Milan Academy Program.

We hope that you will base your decision on all the criteria that are essential for placing in charge an organization that is opt in managing a true soccer program for the benefit of its children, with the needed guidance, leadership, professionalism and image as it will reflect the capacity and ability of your board.

We would like to express our total confidence in your decision, as we are confident of our program and of the work we have done thorough out the world in the the USA. Every year 100,000 children take part in our activities through the implementation of basic, interactive, entertaining and targeted programs for boys and girls of all athletic, technical levels and ethnical backgrounds. This is acheived in conjunction with the use of technology, innovation, research, science and a group of true soccer professionals.

Thank you for this opportunity.

Best regards,

Eddie Marles

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Parents' Surveys Results

Area of Survey	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't know	Total
The academy program is of high quality.	15	20	9	4			48
The academy is run in an organized, and professional manner	12	18	5	6		7	48
Teams' sizes and training groups' sizes are great.	17	28	2	1			48
Facilities							
The academy provides access to a variety of training materials and resources to help the development of the players	21	19	6			2	48
The academy's facilities are clean and well maintained.	36	12					48
Staff and Skills Training							
The Director of Coaching has brought a progressive and innovative training method to the academy (Mirco Gubellini)	14	22	1	2		6	48
The Director of Coaching shows the ability to better the level of the academy	19	16	3	2		4	48
The Director of Coaching seems to be assisting in the identification of quality trainers/coaches for the Academy	14	19	4	3		4	48
The coach of your child's team implements practices with a progressive lesson plan that incorporates a warm up, technical, tactical, and game related drills, scrimmages and a game	25	16	4	2		1	48
The coach implements clear and well-organized practices	27	18	3				48
The coach is teaching and developing the players as individuals and as a team	26	17	4			1	48
The coach is dynamic and inspires the players while still demanding a high level of soccer	28	13	5			2	48
The coach shows leadership during game day	26	17	3			2	48
The coach and staff behave in a professional manner at all academy events and treat every one with respect. Including opponents, parents, referees and the general public	20	23	2	2		1	48
The coach and staff have a professional appearance at all times	32	15				1	48
The Vice President of the academy is professional and well organized (Marcelo Landau)	6	17		8		10	48
The 2 nd vice president of the academy is professional and well organized (Beymar Piraquive)	14	20	6			1	48
The Administrative coordinator of the academy is professional and well organized (Sonia Vega)	18	23	7				48

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Item	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Don't know	Total
I feel proud and excited that my child is wearing the AC Milan team colors	24	20	4				48
My family and I have become fans of AC Milan since we joined the Academy	24	18	2	4			48
I would like my child's team to travel to Milan to participate in an AC Milan tournament or clinic program in the future	26	19	3				48
Communication							
The academy is good at communicating with parents in a timely and organized manner	12	20	7	5		4	48
Communication and general organization has improved in the last two months/ Website and email communication	17	14	9	5		3	48
I am happy to be a parent in the academy	9	26	10	3			48
I would like to become a volunteer for the academy.	8	16	13	7			48
My overall satisfaction with the academy is high and I would recommend the academy to my friends	14	24	8	2		4	48
Total	504	490	120	56	48	30	

Thank you all for the opportunity to further detail the information which we have already provided. These questions reflect the points that we had actually covered in our presentation and that were addressed and provided in our documentation. Please refer to the CD and Paper copy of the material we provided at the meeting.

In this documentation and CD material you will find the entire Milan Academy Program, approach, philosophy and method of implementation of our initiatives

1. Does your organization have insurance? Please describe the policy you have.

Yes, It is Francis L. Dean and Associates. 307 West 7th Street, Suite 1720 Fort Worth, Texas 76102 Phone (800) 375-0552 Fax (817) 810-0477

Policy attached. Max. market coverage for events and sports activities to be activated in each location. We have a general global policy and for every event location we make an amendment.

2. Is your organization incorporated and in good standing with the State of Florida? Please provide the corporate information.

In good standing. Articles of incorporation are attached. Stepstone Enterprises LLC is the AC Milan event and camp/academy management company for the Americas.

3. Is your organization equipped to handle girls soccer separately with psychological strategy geared towards girls?

Understanding the difference between both programs and their integration is indispensable to the general club progress. Though different, boys and girls have equal capacity and ability to develop their talent. Women may need a different mean for measurement when it comes to physical and psychological pressures and demands. Basic physical training will differ in a women's program as their biological, genetical and environmental conditions will require diverse training and scientific approaches. Muscular- skeletal injuries (structures), for example require focus on hips, knee joints and ankles. Basic balance and stability exercises will differ in a men's and women's training program. Physical and genetical differences in women, the recent participation of women in competitive sports and other conditions are a reality that is particularly linked to the psychological factors in women who play this sport.

Knowledgeable coaches will understand this difference and a well trained Technical Director will also understand it, thus implementing a proper program that is different but parallel. Our technical Directors are prepared for this task which includes team building exercises, enhanced communication through team activities, confidence building through validation, acknowledgement, accomplishments and abilities.

4. Can your organization provide us with at least 10 coaches and guarantee that they are properly licensed to teach, have clear criminal backgrounds and legal US immigration status. Please provide a list of coaches.

Yes we can. We wish to begin working with the coaches in the current program in order not create a situation of trauma or shock to the players and their families, and conduct a filtering process through which we will identify those individuals who are better qualified, referenced and have clearance with local authorities. The program needs to part from its current base. We will then add other professionals from our list and begin a proper search.

Mirco Gubellini, Cristiano Scapolo, Alessandro Sbrizzo, Wilmar Montoya, Jose Soto, Carlos Barone, Davide Corti, Mateus Manoel, Mauro Ardizzone, Roberto Tumiat, Roberto Alessio,

5. Can each academy provide the cost per child for a recreational/intramural season and a traveling/competitive season? Please provide a detailed budget proposal.

Attached. There are five different scenarios that we can discuss with the board in order to decide what is best for the families, the Village board and for the program management.

6. I would like to know each organizations fees they will be charging per participant, length of season as it pertains to said fees. What each participant will be receiving (uniforms, 1 or 2 coaches, balls, etc...)

Please see attached budget. Includes a complete uniform with an Adidas home and away jersey, a training jersey and a gym bag. All children will have a ball to train with. There will be one coach per every two teams and assistant coaches plus technical Director

7. Please discuss anticipated sponsorship funds and how these sponsorship funds would be allocated (split) between the 'managing' organization and the Village.

This is to be discussed in detail as the sponsorship funds would be reinvested into the program for the bettering of infrastructure, participation in tournaments, coaches, doctors, strength and conditioning coaches, psychologists and coaches education. Split amounts would be negotiated according to the necessities of the Village and of the program itself.

8. Please disclose any business or other financial relationship, directly or indirectly, past or present, which you or your company/organization has with any Board member of the Key Biscayne Athletic Club (KBAC), the Key Biscayne Youth Athletic Advisory Board (KBYAAB), or any other representative or employee of the Village of Key Biscayne. If no such relationship exists, please state "None".

None

9. Please provide reference letters from municipalities and organizations with whom you have worked with over the past three years.

Attached

Form SS-4 (Rev. December 2001) Department of the Treasury Internal Revenue Service		Application for Employer Identification Number (For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.) ▶ See separate instructions for each line. ▶ Keep a copy for your records.		EIN 20-5827548 OMB No. 1545-0003	
1* Legal name of entity (or individual) for whom the EIN is being requested STEPSTONE ENTERPRISES LLC					
2 Trade name of business (if different from name on line 1)			3 Executor, trustee, "care of" name		
4a* Mailing address (room, apt., suite no. and street, or P.O. box) 14935 SW 15 STREET			5a* Street address (if different) (Do not enter a P.O. box)		
4b* City, state, and ZIP code PEMBROKE PINES FL 33027			5b* City, state, and ZIP code		
6* County and state where principal business is located County BROWARD State FL					
7a Name of principal officer, general partner, grantor, owner, or trustee EDGAR MARLES			7b SSN, ITIN, EIN 118-64-9699		
8a* Type of entity (check only one) <input type="checkbox"/> Sole Proprietor (SSN) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (enter form number to be filed) ▶ <input type="checkbox"/> Personal Service <input type="checkbox"/> Church or church-controlled organization <input type="checkbox"/> Other nonprofit organization (specify) ▶ <input checked="" type="checkbox"/> Other (specify) ▶ DISREGARDED ENTITY <input type="checkbox"/> Estate (SSN of decedent) <input type="checkbox"/> Plan administrator (SSN) <input type="checkbox"/> Trust (SSN of grantor) <input type="checkbox"/> National Guard <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> REMIC <input type="checkbox"/> Group Exemption NO. (GEN) ▶ <input type="checkbox"/> State/local government <input type="checkbox"/> Federal government/military <input type="checkbox"/> Indian tribal government/enterprises					
8b If a corporation, name the state or foreign country (if applicable) where incorporated			State FL	Foreign country	
9* Reason for applying (check only one) <input checked="" type="checkbox"/> Started new business (specify type) ▶ ENTERTAINMENT <input type="checkbox"/> Hired employees (Check the box and see line 12) <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Other (specify) ▶ <input type="checkbox"/> Banking purpose (specify purpose) ▶ <input type="checkbox"/> Changed type of organization (specify new type) ▶ <input type="checkbox"/> Purchased going business <input type="checkbox"/> Created a trust (specify type) ▶ <input type="checkbox"/> Created a pension plan (specify type) ▶					
10* Date business started or acquired (month, day, year) OCT 31 2006			11 Closing month of accounting year DEC		
12 First date wages or annuities were paid or will be paid (month, day, year) <i>Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year)</i> ▶ DEC 1 2006					
13 Highest number of employees expected in the next twelve months <i>Note: If the applicant does not expect to have any employees during the period, enter "0"</i> ▶				Agriculture 0	Household 0
14* Check box that best describes the principal activity of your business <input type="checkbox"/> Construction <input type="checkbox"/> Real estate <input checked="" type="checkbox"/> Other (specify) ENTERTAINMENT AND RECREAT <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Manufacturing <input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Finance & insurance <input type="checkbox"/> Retail					
15* Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. ENTERTAINMENT AND RECREATION					
16a* Has the applicant ever applied for an employer identification number for this or any other business? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Note: If "Yes" please complete lines 16b and 16c</i>					
16b If you checked "Yes" on line 16a, give applicant's legal name and trade name shown on prior application if different from line 1 or 2 above. Legal name ▶ Trade name ▶					
16c Approximate date when, and city and state where, the application was filed. Enter previous employer identification number if known. Approximate date when filed (month, day, year) City and state where filed Previous EIN					
Complete section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form					
Third Party Designee	Designee's name			Designee's telephone number (include area code)	
	Address and ZIP code			() - Designee's fax number (include area code) () -	
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. Name and title (type or print clearly) ▶ EDGAR MARLES MGR Signature ▶ Not Required Date ▶ November 03, 2006 GMT				Applicant's telephone number (include area code) () - Applicant's fax number (include area code) () -	

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L06000105974
FILED 8:00 AM
November 01, 2006
Sec. Of State
jbryan

Article I

The name of the Limited Liability Company is:
STEPSTONE ENTERPRISES LLC

Article II

The street address of the principal office of the Limited Liability Company is:
14935 SW 15 STREET
PEMBROKE PINES, FL. US 33027

The mailing address of the Limited Liability Company is:
14935 SW 15 STREET
PEMBROKE PINES, FL. US 33027

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS, ESPECIALLY SPORTS,
ENTERTAINMENT AND RECREATION.

Article IV

The name and Florida street address of the registered agent is:
EDGAR MARLES
14935 SW 15 STREET
PEMBROKE PINES, FL. 33027

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: EDGAR MARLES

Article V

The name and address of managing members/managers are:

Title: MGR
EDGAR MARLES
14935 SW 15 STREET
PEMBROKE PINES, FL. 33027 US

L06000105974
FILED 8:00 AM
November 01, 2006
Sec. Of State
jbryan

Article VI

The effective date for this Limited Liability Company shall be:

10/31/2006

Signature of member or an authorized representative of a member

Signature: EDGAR MARLES



June 23, 2008

The Village of Key Biscayne, Florida

To Whom It May Concern:

The Continental Cup international youth soccer tournament foresees boundless potential through its partnership with A.C. Milan, the world's most successful football institution and the world's most decorated club. So much so that, in 2009, the Continental Cup will be renamed the "AC Milan Continental Cup presented by Adidas." Through this partnership, the Continental Cup and AC Milan will add additional elements to the tournament providing players and coaches with the opportunity to be part of an elite soccer experience found no where else in the world!

"The AC Milan College Showcase Division" will provide an opportunity for youth players from around the world to showcase their talents in front of the top college coaches from across the United States, thereby opening doors to college scholarships. The Showcase will feature competitions among 12 teams: Four elite teams from the United States, four AC Milan Academy teams, and four elite international teams.

The partnership will also provide additional philanthropic opportunities such as the "Kick for Nick" program which provides soccer balls and programming to the youth soccer players of Iraq with the potential to extend the program to additional war-torn countries.

AC Milan's partnership with the Continental Cup speaks volumes to the potential of this tournament. Our ability to have fostered this relationship with the world's most successful and decorated soccer institution is not only monumental for the Continental Cup, but also for the Greater Cleveland community. With AC Milan Academies in 14 countries around the world, we anticipate tremendous international growth and appeal of the tournament and the city.

I have found the staff and the programming elements of AC Milan to be exemplary and recommend them without hesitation.

Sincerely,

Carol D. Payto
Vice President, Marketing and Sales
Greater Cleveland Sports Commission



A.C. Milan Academy

June 30, 2008

On Behalf of the AC Milan USA Academy,

Dear Sirs,

I would like to submit this letter of recommendation on behalf of the AC Milan USA Soccer Academy. The Academy is one of the only authentic relationships that exists between youth and professional soccer in this country and a truly world class professional soccer club in Europe. Our philosophy is to create the same high standards of excellence and competition here in the U.S. that has been built up over many decades at A.C. Milan. Our Directors of Coaches are the direct link from the AC Milan professional team and the Milanello training ground. They ensure that the quality of the technical work is first rate and they help us all instill a sense of the rich traditions that are a part of the championship culture of AC Milan.

We feel that our model is proven to be one of the best for developing players. We also feel that we are rapidly building a sense of loyalty, respect, and commitment to the AC Milan colors and traditions. As a twenty year veteran of professional and youth soccer here in the United States I know how much talk is made about developing players without any real understanding of how players learn and absorb technique, tactics, and a sense of devotion to the game played at a high level. Having played professionally in Miami as the original member of the MLS franchise Miami Fusion I know that the residents of South Florida are desperate for an environment that will bring first rate soccer to players of all ages and ability. AC Milan Academies have the recreation and competitive soccer programs and events to provide that opportunity.

Sincerely,

David S. Vaudreuil



June 30, 2008

Re: Milan Junior Camp

To: Todd Hofferberth

My name is Giuseppe Luna, Asst. Director and Coach of Crown City Soccer Club in San Marino, California.

I'm the Director and Coordinator of the Milan Junior Camp in Glendale. I have been working with Eddie Marls and his organization for the past three years and working currently on this years Milan Junior Camp in July. During this time I work very closely with Eddie and his staff, and the level of professionalism, organization, communication and experience is exceptional.

Organized a Soccer Camp of this level is not an easy task, but I can guarantee you that with out the help and organization of Eddie Marls and his Staff would be impossible.

Mr. Eddie Marls and his organization would be a great asset to your organization and community

If you have any question, please feel free to call me at (909) 944-3838 xt.13 or my cell at (626) 673-1680.

Sincerely

Giuseppe Luna
MJC Organizer
Glendale



Dear Friends

We want to inform you all of the great initiatives of AC Milan in Mexico, since 2004 we started with 2 Milan junior camps in Mexico City from that time we made 7 Milan junior camps until 2007 in Cancun, Estado de México and México City. This year we will have 5 Milan Junior Camps.

We have also had a very successful soccer school program in operation since 2006 with 300 children(boys and girls) in México City.

The level of our players has significantly increased since the beginning of the program and our club now identifies itself with the honor, pride and professionalism of AC Milan

Thank you for your attention,

A handwritten signature in black ink, appearing to be "Mario Ayala", written in a cursive style.

Mario Ayala
CEO ISA México
Club Central
Mexico City



+ (52 55) 5568-1448
www.isamexico.com.mx





A.C. Milan Academy

June 30, 2008

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Sincerely,

David S. Vaudreuil

Wednesday, July 02, 2008



Dear Sir/Madame,

The Soccer Academy for Champions and their professional staff from Italy and Canada have created a model that will provide hands-on training philosophy and methods applying the AC Milan system of teaching and coaching. This development is offered year round.



Our mission is *“to foster an athletic environment that allows students-athletes to experience the true game of soccer and which overtime develops them into elite soccer player.”* The Soccer Academy for Champions is entering their third year of AC Milan Soccer School programs and the growths of our programs have been a success and our athletes have seen an immense difference in their skills and personality.

The ultimate result is that young Canadian players are being prepared by professional coaches with international experience for their next level of play. This could include levels of Professional Clubs or Canadian/American Universities.



Sincerely,



Debora Mazzone
The Soccer Academy for Champions – Manager