VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Robert L. Vernon, *Mayor*
Enrique Garcia, *Vice Mayor*
Michael W. Davey
Robert Gusman
Michael E. Kelly
Jorge E. Mendia
Thomas Thornton

Village Manager
Genaro "Chip" Iglesias

DATE: June 2, 2010

TO: Honorable Mayor and Members of the Village Council

FROM: Genaro "Chip" Iglesias, Village Manager

RE: Agreement for Recreational Management Services

RECOMMENDATION

It is recommended that the Village Council approve the agreement for recreational management services with Key Biscayne Soccer Club, Inc.

BACKGROUND

In 2008, the Youth Athletics Advisory Board requested that "letters of interest" (L.O.I.) be submitted from organizations interested in providing the management services for the 2008-09 soccer season. Subsequently, the Village entered into an agreement with Stepstone Enterprises, LLC. (AC Milan) for two seasons.

This process was initiated again this year to evaluate the options available to the community. On March 19, 2010, the request for interested parties was sent to twenty (20) potential service providers. Six (6) organizations provided a response by the April 9, 2010 submission deadline. On April 14, 2010, the Youth Athletic Advisory Board met to review the submissions and choose to interview all six (6) organizations. The Youth Athletic Advisory Board met on April 28, 2010 to interview the six (6) respondents. The Board interviewed four (4) organizations (Key Biscayne Soccer Club, Soccer Academy of the America's, Sunblazer Soccer, and AC Milan) because two (2) organizations (Spanish Soccer Academy and Cuguini Soccer) failed to be available at the April 28th meeting.

On May 3, 2010 the Board convened to evaluate the four (4) presentations. Each Board member ranked the organizations from one to four with one being the highest ranked organization. Key Biscayne Soccer Club was ranked first by five of the six Board members present. The rankings were as follows: (see next page)

	Key Biscayne Soccer Club	Sunblazer Soccer	Soccer Academy of the America's	AC Milan
Glen Waldman	1	2	3	4
Gonzalo Nunez	4	2	3	1
Florencia Manero	1	3	2	4
John Lombardi	1	2	3	4
Mayra Lindsay	1	2	3	4
Jackie Kellogg	1	4	2	4

The Board's recommendation for the upcoming soccer season is Key Biscayne Soccer Club.

The Village has reviewed the proposal and the Board's recommendation and concurs with recommending Key Biscayne Soccer Club.

RESOLUTION NO. 2010- _____

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 KEY BISCAYNE SOCCER CLUB, INC., FOR THE ADMINISTRATION OF A YOUTH SOCCER PROGRAM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council desires to retain the recreational management services of Key Biscayne Soccer Club, Inc., a Florida corporation (the "Consultant"), for the administration of a Youth Soccer Program for Village residents; and

WHEREAS, the Village Council finds that approval of the Agreement for Recreational Management Services between Consultant and the Village attached hereto as Exhibit "A" 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 Agreement for Recreational Management Services between the Village of Key Biscayne and Key Biscayne Soccer Club, Inc., a Florida corporation (the "Agreement"), in substantially the form attached hereto as Exhibit "A", 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 May, 2010.

_____
ROBERT L. VERNON, MAYOR

ATTEST:

_____
CONCHITA H. ALVAREZ, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Village Attorney

F:\100\103001\Soccer Agreement\Soccer Agmt - 2010\Resolution -approving soccer provider agreement v2.doc

EXHIBIT "A"

AGREEMENT FOR RECREATIONAL MANAGEMENT SERVICES BETWEEN VILLAGE OF KEY BISCAYNE AND KEY BISCAYNE SOCCER CLUB, INC.

(Copy attached hereto)

AGREEMENT BETWEEN VILLAGE OF KEY BISCAYNE AND KEY BISCAYNE SOCCER CLUB, INC. FOR RECREATIONAL MANAGEMENT SERVICES

THIS AGREEMENT ("Agreement") is entered into with an Effective Date of _____, 2010 between the Village of Key Biscayne, a Florida municipal corporation (VILLAGE), and Key Biscayne Soccer Club, Inc., a Florida corporation (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, activities, events leagues and services, including the intramural/recreational program and travel program (the "Program"). Contractor shall be prepared to provide for appropriate levels of skill development and training for children ranging in ages from three (3) to seventeen (17) years old in accordance with 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, games, practices, activities, events, leagues, and services (the "Program Events") 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. Such Program Events shall be provided by CONTRACTOR during the regular soccer season, as established by the VILLAGE.

1.3 CONTRACTOR shall be solely responsible for providing and compensating all coaches, instructors, counselors and officials and other personnel costs associated with the Program, or as required by the VILLAGE, in its sole discretion.

1.4 CONTRACTOR shall ensure that a minimum of one (1) coach at each Program Event shall be First Aid and CPR certified.

1.5 CONTRACTOR shall provide all practices, games and exhibition schedules necessary for the successful operation of the Program, as directed by the Park and Recreation Director and/or his designee (the "Director"), in 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. Thirty (30) days prior to the start of the soccer season, but in no event later than August 1, 2010, CONTRACTOR shall provide the Director with a proposed detailed schedule of Program Events (the "Schedule") for approval, and the Director shall have the right to require that the CONTRACTOR modify such schedule as determined by the VILLAGE in its sole discretion. Such Schedule shall include the time, location, Facility, personnel, and such other information as shall be requested by the Director. The Director shall have the right to make any changes he desires to the Schedule and to determine when and where Program Events actually take place. CONTRACTOR shall conduct and manage all Program Events, leagues, and services as directed by the Director, in his sole discretion. In the event the CONTRACTOR desires to make changes to the Schedule, such changes must be approved by the Director. Once approved by the Director, the Schedule shall be incorporated made a part of this Agreement.

1.6 CONTRACTOR shall collect and maintain player evaluation forms for all travel program participants. CONTRACTOR shall make all forms available to the VILLAGE upon request.

1.7 CONTRACTOR shall make provisions for the acceptance of participants with special needs and scholarship participants, as determined by the VILLAGE on an individual basis.

1.8 CONTRACTOR shall provide that all coaches involved in the travel program shall meet the Florida Youth Soccer Association (FYSA) coaching requirements and certification. VILLAGE shall provide FYSA classes for the coaches. All fees shall be paid by the coach.

1.9 CONTRACTOR shall purchase, at its own expense, the items the CONTRACTOR is required to purchase pursuant to Section 2.3 hereof, and shall advise the Director if the CONTRACTOR believes the VILLAGE should purchase any additional, new, or replacement equipment (such as goals and corner flags) required to prepare the Facilities for soccer activities.

1.10 CONTRACTOR shall provide VILLAGE with any special maintenance requirements with at least five (5) business days prior notice.

1.11 CONTRACTOR shall actively supervise the daily operation of all programs, activities, events, leagues, and services of the Program, and CONTRACTOR shall provide a minimum of one (1) employee on each site during all activities.

1.12 It is recommended that CONTRACTOR assign one (1) coach per travel team, but shall not exceed two (2) travel teams per coach. For teams playing 6 v. 6, the team roster shall not exceed ten (10) players per coach. For teams playing 8 v.

8, the team roster shall not exceed twelve (12) players per coach. For teams playing 11 v. 11, the team roster shall not exceed sixteen (16) players per coach

1.13 Subject to the prior approval of the Director, the CONTRACTOR shall be responsible for the purchasing and printing of all uniforms for Program participants, including the intramural/recreational and travel uniforms, which shall include a jersey, shorts, socks, etc.

1.14 CONTRACTOR shall ensure that all travel teams within the Program abide by the 70% rule as approved by the VILLAGE, which stipulates that 70% of the team roster must be Key Biscayne residents.

1.15 CONTRACTOR shall have the final team rosters no later than two (2) weeks prior to the team declaration meeting and submit same to the VILLAGE. CONTRACTOR will adhere to the rosters they have created and will not be permitted to add or remove players from said rosters unless approved by the Director. CONTRACTOR will not add players after the registration deadline has passed, unless approved by the Director and the additional players are needed to complete a team.

1.16 CONTRACTOR is required to arrange all game changes directly with the opposing team. These changes must be submitted to the Director no later than five (5) business days prior to said game.

1.17 CONTRACTOR is required to give the VILLAGE one (1) week's notice prior to the date of a game when requesting a guest player. CONTRACTOR is permitted to request non-Key Biscayne resident players for guest play as long as the team meets the 70% rule.

1.18 CONTRACTOR recognizes that the Facilities shall be available for general public use at anytime, except for Program Events, or as otherwise authorized by the Director. CONTRACTOR may not use the Facilities at any other times without the prior approval of the Director.

1.19 CONTRACTOR shall be responsible for enforcing compliance with the approved rules and code of conduct for all leagues and programs. The VILLAGE reserves the right to enact other rules, if necessary, at its sole discretion.

1.20 Thirty (30) days prior to the start of any activities under the Program, CONTRACTOR shall provide the VILLAGE with the names and all information necessary to perform background screening for all coaches, instructors, officials, counselors and volunteers that will participate in the Program. VILLAGE shall perform background screening of all such coaches, instructors, officials, counselors and volunteers, including a criminal background check. CONTRACTOR shall ensure that all coaches, instructors, officials, counselors

and volunteers meet and maintain legal working status prior to participating in the Program. VILLAGE reserves the right to suspend, bar, or expel any employee, coach, official, volunteer, counselor, or instructor for any reason, at its sole discretion, without recourse from the subject person or the CONTRACTOR. Should any additional coaches, instructors, officials, counselors and volunteers be needed or required once the Program has commenced and during the soccer season, CONTRACTOR shall provide VILLAGE, at least five (5) business days prior to start of such person participating in the Program, with the names and all information necessary to perform background screening for such coaches, instructors, officials, counselors and volunteers that will participate in the Program

1.21 VILLAGE will be responsible for registration of Program participants, including intramural/recreational and travel teams, in accordance with the SFYSA.

ARTICLE 2
PROGRAM FACILITIES AND EQUIPMENT

2.1 VILLAGE shall permit CONTRACTOR to conduct the Program 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 (each a "Facility" and collectively, the "Facilities"). CONTRACTOR shall be the sole soccer provider for all pre, post, and regular season programs.

2.2 VILLAGE shall be responsible for reserving the Facilities for the dates and times specified in the Schedule. CONTRACTOR shall provide the VILLAGE with the Schedule and the VILLAGE will make all reasonable efforts to schedule the fields.

2.3 CONTRACTOR shall return the Facilities to their original condition following the completion of each Program Event. CONTRACTOR must lock all goals and secure all equipment at the conclusion of daily use for Program Events.

2.4 CONTRACTOR shall provide at its expense all equipment necessary for the Program including, soccer balls, cones, and uniforms. VILLAGE shall approve all uniforms prior to purchase and order. VILLAGE will provide goals, nets, and corner flags.

2.5 VILLAGE shall ensure that the playing fields are lined in accordance to league specifications and when needed lights should be on one (1) hour before a scheduled game and 15 minutes before a scheduled practice.

ARTICLE 3
TERM OF AGREEMENT

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
FEES AND COMPENSATION

4.1 The CONTRACTOR shall be compensated by the VILLAGE from fees established and collected by the VILLAGE, payable from participants or teams participating in the Program, and as set forth in the Payment Schedule attached hereto as Exhibit "A." 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 the Program managed by CONTRACTOR hereunder. Said payments shall be due and payable to CONTRACTOR as provided in the Payment Schedule attached hereto as Exhibit "A".

4.2 CONTRACTOR shall not charge any participant for any other fees or services during the regular soccer season not contained in this Agreement.

4.3 All items sold by CONTRACTOR and the pricing of items shall be approved by the Director prior to the CONTRACTOR offering any items 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 the Program. Sponsors shall not be solicited without the express written consent of the Director. All sponsorship fees shall be collected and payable as set forth in the Payment Schedule attached hereto as Exhibit "A."

4.6 In the event of a deficit resulting from insufficient fees collected by the Village for the Program, the VILLAGE's financial contribution to the operation of the Program under this Agreement shall not exceed $10,000.00. Any financial contribution to the CONTRACTOR for the Program shall be approved by the VILLAGE Manager before any cost is incurred.

ARTICLE 5
TERMINATION OF AGREEMENT

This Agreement may be terminated by the VILLAGE upon fifteen (15) days written notice to the CONTRACTOR, 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. The Village Manager shall act for the VILLAGE hereunder.

ARTICLE 6
INDEPENDENT CONTRACTOR

CONTRACTOR has control over the means and methods by which it performs the services set forth in this Agreement. 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

81 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.

8.2 CONTRACTOR shall secure workers compensation insurance in the amount required by Florida Statutes 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.

8.3 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.

8.4 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

9.1 CONTRACTOR shall, without additional expenses to the 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.

9.2 The CONTRACTOR shall not promote any privately owned business in a VILLAGE Facility or park facility 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.

9.3 CONTRACTOR shall meet with the Director or designee, and shall attend all meetings as required.

9.4 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.

9.5 This Agreement is non-transferable or assignable, and CONTRACTOR agrees not to transfer or assign the performance of services called or in the Agreement.

9.6 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.

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

9.8 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.

9.9 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.

9.10 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its 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.

8.11 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.

8.12 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 Village: Genaro "Chip" Iglesias
Village Manager
The Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

With a copy to: Stephen J. Helfman, Esq.
Village Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd.
Coral Gables, Florida 33134

For The Contractor: Jose J. Lopez
Key Biscayne Soccer Club, Inc.
330 West Enid Drive
Key Biscayne, Florida 33149

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the dates set forth below their signatures.

VILLAGE:

Village of Key Biscayne, a Florida municipal corporation

By: _____
Name: Genaro " Chip " Iglesias
Title: Village Manager

Date Executed: _____, 2010

ATTEST:

_____
Conchita H. Alvarez
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney

CONTRACTOR:

KEY BISCYANE SOCCER CLUB, INC., a Florida corporation

By: _____
Name: Jose J. Lopez
Title: _____

Date Executed: _____, 2010

EXHIBIT "A"

Payment Schedule

EXHIBIT "A"

AGREEMENT FOR RECREATIONAL MANAGEMENT SERVICES BETWEEN VILLAGE OF KEY BISCAYNE AND KEY BISCAYNE SOCCER CLUB, INC.

(Copy attached hereto)

Exhibit "A"

Payment Schedule

Schedule

Month	Percent of Total Revenue Paid to KBSC	Total Revenue Paid
September	30%	30%
October	20%	50%
November	15%	65%
December	10%	75%
January	15%	90%
February	10%	100%

Terms

The payment will be provided to the contractor within five business days of the first day of each month