

THIS AGREEMENT, made and entered into this 20th day of October, 2009, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Youth Empowerment for a Better Tomorrow, Inc., a Florida not for profit corporation, ("Contractor"), whose address and phone are P.O. Box 8103, Fort Lauderdale, FL 33310, (954) 599-0861, Fax (954) 530-6614.

WHEREAS, the City issued Invitation to Bid Number 503-10358 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on October 20, 2009, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB (Pur- 06, CAR No. 09-1498),

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City officiating services for basketball in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto during the period October 20, 2009, through October 19, 2010.

2. This contract form, the ITB, any and all addenda to the ITB, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form;

Second, any and all addenda to the City's ITB in reverse chronological order;

Third, the ITB;

Fourth, the Contractor's response to any addendum requiring a response;

Fifth, the Contractor's bid in response to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in the ITB within 30 days following written notice to the Contractor.

6. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

7. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

8. The first sentence of Section 1.11 of Part I of the ITB is deleted.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE
By: [Signature]
Director of Procurement Services

Approved as to form:
[Signature]
Senior Assistant City Attorney

ATTEST:

Judy Patterson
Secretary

CONTRACTOR
By: [Signature]
Darryl E. Williams
President

(Corporate Seal)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 7 day of December, 2009, by Darryl E. Williams as President for Youth Empowerment for a Better Tomorrow, Inc.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary Public - State of Florida)



[Signature]
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____

Type of Identification Produced _____

Youth Empowerment for a Better Tomorrow Inc.

Bid Contact **Darryl E. Williams**
dewilliams@yebt.org
Ph 954-599-0861

Address **P.O.Box 8103**
Ft.Lauderdale, FL 33310

Bid Notes **Before the birth of Youth Empowerment for a Better Tomorrow Inc., I Darryl E. Williams, Founder/CEO assigned(2)yrs.for The City of Delray's Men Summer league, The City of Miramar youth leagues, as well as other youth leagues. The past(2)yrs.w/ YEBT Inc. I have continued the relationship as an assigner with The Cities of Delray Beach and Boynton Beach recreation departments, CoralSprings Christian School, Miramar Hurricanes and The Seminole Tribe youth leagues. YEBT provides High School and College certified, knowledgeable, courteous and professional officials.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Atch.	Docs
503-10358-1-01	OFFICIATING SVCS	Supplier Product Code: 	Alt 2 - \$27.00	800 / each	\$21,600.00		Y
		Supplier Product Code: Officiating Services	First Offer - \$54.00	800 / each	\$43,200.00	Y	Y
		The unit price is per game, but the unit price per official is \$27.00.					
Supplier Total					\$21,600.00		

(Faint circular stamp or watermark)

Youth Empowerment for a Better Tomorrow Inc.

Item: **OFFICIATING SVCS**

Attachments

YEBT Officials List.doc



YOUTH EMPOWERMENT FOR A BETTER TOMORROW INC.

Darryl E. Williams-Founder
 P.O. Box 8103
 Ft. Lauderdale, FL 33311
 954 599 0861
 www.YEBT.org

Board of Directors

Chairman Darryl E. Williams
V.Chairman Christopher Priester
 Christopher Norwood
 Daniel R. Boegli
 Judy Patterson
 Debbie Rios
 Alex Shanks

The names listed below are certified officials through (2) Of the following: FHSAA (Florida High School Athletic Association), BCBOA (Broward County Basketball Officials Association), Sun-Shine State, Mid-Florida and Southern (College Conferences).

Tonia Adams- 954.829.4087

Paul Battaglia- 716.510.9525

Pete Battaglia- 954.415.0075

Gwendolyn Clark- 954.599.8583

Moses Craig- 954.803.2627

Calvin Davis- 954.825.7230

Curtis Evans- 954.815.0093

Jermaine Gammage- 954.562.4339

Derrick Harris- 954.471.6992

Sam Hirsh-754.234.0840

Larry Jones- 954.773.5131

Pete Kafka- 954.629.3771

Harry Kennedy- 954.243.8804

Lee Lazerson- 954.464.6134

Carl Lendinara- 954.649.9720

Bradley Magid- 561.215.8527

Horatio Major- 786.586.1972

Michael Martinez- 954.437.0341

Derwin Moore- 404.435.0799

Justin Newman- 954.560.4449

Ben Patterson- 305.720.3643

Joseph Perrault- 561.441.6475

Jerome Philpart- 954.263.7199

Steve Price- 954.292.9187

Chris Priester- 754.234.2290

Freddie Roman- 954.591.9899

Sean Stricker- 954.646.4400

Chris Trujillo- 954.550 0216

Pete Walker- 954.600.9306

Robert Wicker- 954.324.5246

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

503-10358

OFFICIATING SERVICES, BASKETBALL



CITY OF FORT LAUDERDALE

AnnDebra Diaz

954-828-5949

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.