

# **TOWN OF DAVIE**

## **TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Dennis Andresky, Director 954 797-1150

**PREPARED BY:** Bette S. Gibson, Recreation Coordinator 954 797-1089

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District 3 with Town wide participation

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SUNSHINE AFTER SCHOOL CHILD CARE, INC., TO RENT DAVIE PINE ISLAND MULTIPURPOSE FACILITY FOR AFTER SCHOOL, EARLY RELEASE DAYS, SCHOOL DAYS OFF, WINTER BREAK AND SPRING BREAK AND EXTENDED SUMMER DAY CARE PROGRAMS.

**REPORT IN BRIEF:** The previous agreement with the YMCA is due to expire June, 2006. The Town sent a Request for Proposal to rent the Davie Pine Island Multipurpose Center for operation of after school daycare programs, early release days, school days off, winter break, spring break, and extended summer camp program. The Bid Spec Committee recommended this provider and on April 19, 2006, Town Council approved Sunshine after school Child Care Inc. Staff has verified their qualifications, experience and capability to perform fully the requirements for the after school care program, and has determined that Sunshine After School Child Care, Inc. has the necessary staff, expertise, skills and capabilities to provide the required services.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** Resolution R-2006-113. The agreement has been approved by the Town Attorney, and is in proper legal form. Control No: 060405.

**FISCAL IMPACT:**

Has request been budgeted? N/A Program produces revenue payment to Town

If yes, expected cost: No cost to Town except for utilities at Davie Pine Island Multipurpose Center.

Account Name: N/A

If no, amount needed: \$

What account will funds be appropriated from: N/A

Additional Comments: The estimated annual revenue from this rental is \$4,750. This amount includes a \$750 per year facility maintenance fee.

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution and Agreement

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SUNSHINE AFTER SCHOOL CHILD CARE, INC., TO RENT DAVIE PINE ISLAND MULTIPURPOSE FACILITY FOR AFTER SCHOOL, EARLY RELEASE DAYS, SCHOOL DAYS OFF, WINTER BREAK AND SPRING BREAK AND EXTENDED SUMMER DAY CARE PROGRAMS.

WHEREAS, the Town desires to rent the Davie Pine Island Multipurpose Center to a qualified provider for the provision of after school, early release days, school days off, winter break and spring break and extended summer day care programs for school age children; and

WHEREAS, the Town’s Selection Committee authorized the Parks and Recreation Department to negotiate the terms of the agreement with Sunshine After School Child Care, In.; and

WHEREAS, the Town has verified Sunshine After School Child Care, Inc.’s qualifications, experience and capability to perform fully the requirements for after school daycare programs, and has determined that Sunshine After School Child Care, Inc. has the necessary staff with expertise, skills and capabilities to provide the required services; and

WHEREAS, it is in the Town’s best interest to execute a contract for these services; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute a contract with Sunshine After School Child Care Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie authorizes the Mayor to execute a contract with Sunshine After School Child Care, Inc. to rent the Davie Pine Island Multipurpose Center to provide after school, early release days, school days off, winter break and spring break and extended summer day care programs.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006

AGREEMENT BETWEEN THE TOWN OF DAVIE  
AND SUNSHINE AFTER SCHOOL CHILD CARE, INC. RELATING TO  
RENTAL OF THE DAVIE PINE ISLAND MULTIPURPOSE CENTER FOR  
RECREATIONAL PROGRAMMING

THIS AGREEMENT, made and entered into this \_\_\_ day of May, 2006, by and  
between:

Town of Davie, Florida  
*a municipal corporation*  
6591 Orange Drive  
Davie, Florida, 33314  
(hereinafter referred to as "TOWN")

AND

SUNSHINE AFTER SCHOOL CHILD CARE, INC.  
7901 SW 36<sup>th</sup> Street, Suite 200  
Davie, Florida, 33328  
(hereinafter referred to as "SUNSHINE")

WITNESSETH

WHEREAS, SUNSHINE agrees to rent the Davie Pine Island Multipurpose Center for operation of after school daycare programs with priority enrollment being given to Town residents; and

WHEREAS, Town and SUNSHINE believe that this after school child care program will provide an efficient, safe, and cost effective recreation operation for the Town's residents; and

WHEREAS, Town has a park area and facility suitable for use by both Town and SUNSHINE in conducting a joint recreation program for residents of Town of Davie; and

WHEREAS, the Town has verified Sunshine's qualifications, experience and capability to perform fully the requirements for a child care program, and has determined that SUNSHINE has the necessary staff with expertise, skills and capabilities to provide the required services as approved by the Davie Town Council on April \_\_\_, 2006; and

WHEREAS, Town and SUNSHINE wish to enter into this Agreement to outline the parties' responsibilities for rental of the Town's Davie Pine Island Multipurpose Center;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements as herein set forth, sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

**1. TERM:**

1.1. Sunshine After School Child Care, Inc agrees to pay the Town of Davie monthly rent of \$400 per month for use of the Davie Pine Island Multipurpose Center for the period commencing on July 24, 2006 and terminating on the last day of school in May, 2007. The Town reserves the right to extend the contract for up to three (3) one (1) year periods by mutual written agreement of the parties with Town Council approval. During any period of extension, all terms, conditions and specifications of the original agreement shall remain in force unless amended by written agreement by the parties adopted with the same formality as the original.

**2. RECREATION PROGRAMS:**

2.1 SUNSHINE agrees to offer an after school child care program, including early release days, school off days, winter and spring breaks and an extended summer program which will include, but not be limited to the following activity:

**After School Program and Early Release Days**

2.2 The after school child care program will be conducted from 2:00 p.m. - 6:00 p.m. on school days and from 12:30 p.m. - 6:00 p.m. on early release school days.

**The School Days Off, Winter Break and Spring Break Programs**

2.3 The school days off, winter break and spring break programs will be conducted from 7:00 a.m. - 6:00 p.m.

**Extended Summer Camp Programs**

2.4 The Town offers an eight week summer camp program at Davie Pine Island Multipurpose Center. SUNSHINE will provide an extended summer camp program until the children return to public school.

**Special Circumstances**

2.5 The Town reserves the right to cancel class(es) as deemed necessary. The after school child care program will be required to be off site during elections at Davie Pine Island Multipurpose Center. During hurricanes or emergencies, the Town may need to cancel programs.

**3. CONDITIONS FOR SUNSHINE AFTER SCHOOL CHILD CARE:**

3.1 Renters use of the Davie Pine Island Multipurpose Center is limited to (a) use of half of the gymnasium during the school year and full gymnasium during the extended summer camp program and (b) use of the arts & crafts room and game room as scheduled and approved by the Facility Operations Supervisor. It is understood and agreed to that priority use of the game room and arts & crafts room is for other Town programs and use by the general public.

3.2 It is understood and agreed to that the specified facility is being provided for use in its current "as is" condition.

3.3 The renter shall pay for all licenses, permits, and inspections necessary for the operations and all other costs necessary for operations.

3.4 The renter shall at all times conduct business in a professional and courteous manner to the satisfaction of the Parks and Recreation Department Director or Designee.

3.5 The renter shall provide qualified instructors and administrators for all activities planned.

3.6 The renter shall provide each participant with a fee schedule of any and all services that are offered.

3.7 The renter shall have the ability to work with children in wholesome, fun, leisure activities which addresses the various sports, arts, education and special interests appropriate to the age group.

3.8 The renter shall provide all after school child care program supplies, play equipment, crafts, games and materials.

3.9 The renter shall be responsible for housekeeping and maintaining the storage area in a clean and sanitary manner.

3.10 The renter will provide sufficient, qualified staff to oversee children based on HRS Guidelines and provide the Florida protective services background check on HRS Form 1651 for all employees.

3.11 Contractor shall comply with the Drug Free Workplace Act and provide a policy accordingly.

3.12 The renter shall provide a list of all employees and provide proof of FDLE background screening for all employees and subcontractors five (5) business days prior to employees first day of employment. FDLE background screening must be redone on an annual basis.

3.13 Renter shall require its instructors, agents, students and invitees to follow all rules and regulations for the use of parks and park property as promulgated by Town and as set forth in Section 16.3 of Town's Municipal Code.

3.14 Town and its officers, agents and employees engaged in the operation, maintenance and repair of Town's facilities designated herein shall have the right, at any time, to enter upon and have free access to any and all parts of the premises used pursuant to this Agreement.

**4. PROGRAM FEES AND PAYMENT TO THE TOWN:**

4.1 SUNSHINE shall charge participants the fees established in RFP B-06-15. No annual and/or additional registration fee shall be charged to the participant in addition to the stated program fee. Renter will conduct all registration sessions and pay the Town their monthly rental fee contained in their proposal response.

The rental fee paid to the Town of Davie will be as follows:

		Date Due
Facility Maintenance Fee	\$750	August 1, 2006
July 24 - August 31 (prorated)	\$500	September 15, 2006
Sept. 1 - Sept 29	\$400	October 15, 2006
Oct. 2 - Oct. 31	\$400	November 15, 2006
Nov. 1 - Nov. 30	\$400	December 15, 2006
Dec. 1 - Dec. 29	\$400	January 15, 2007
Jan. 2 - Jan. 31	\$400	February 15, 2007
Feb. 1 - Feb. 28	\$400	March 15, 2007
March 1 - March 30	\$400	April 15, 2007
April 2 - April 30	\$400	May 15, 2007
May 1 - May 31	\$400	June 15, 2007

4.2 Penalty for late payment. Payment is due on or before the 15<sup>th</sup> of each month. There shall be a late charge of \$50.00 added to such payment, and interest at the highest rate allowed by law until the payment is brought up to date.

4.3 In addition to the regular monthly rental fee, the renter shall pay the Town an annual facility maintenance fee of \$750 payable to the Town within ten (10) days of the start of the program.

#### 5. INSURANCE:

5.1 The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance, and Automotive Liability Insurance, as stated in the RFP. SUNSHINE shall furnish proof of Worker's Compensation Insurance, Liability Insurance, Automotive Liability Insurance and Professional Liability Insurance. SUNSHINE shall carry in force at all times the insurance coverage with the Town added as an "additional insured". Insurance requirements are as follows:

1. Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation	Statutory
Employer Liability	\$100,000 each accident
Disease	\$500,000 (policy limit)
Disease	\$100,000 (each employee)

2. Professional Liability - \$1,000,000

3. Commercial General Liability Insurance - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage with an annual aggregate of not less than \$3,000,000. This shall include coverage for:

- Premises/Operations
- Products/Completed Operations
- Contractual Liability
- Independent Contractors

4. Business Automobile Liability Insurance - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage with an annual aggregate of not less than \$3,000,000. This shall include coverage for owned autos, hired autos and non-owned autos.

Insurance must be furnished to the Town's Purchasing Division and notification received of its approval by the Town's Risk Manager PRIOR TO THE COMMENCEMENT of any work. Failure to do so will result in the recommendation to terminate the contract immediately. The Town will be given 15 days written notice of any cancellation or material change in any policy.

**6. INDEMNITY HOLD/HARMLESS AGREEMENT:**

6.1 The Contractor agrees to indemnify and hold harmless the Town, its officers, agents, and employees from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss or damage the Town may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

**7. CANCELLATION:**

7.1 The Town will issue a notice in writing should Renter fail to reasonably perform the services as specified herein in the sole discretion of the Town. Renter will have five (5) days after receipt of notice to respond to the complaint and advise any corrective action that will be taken to alleviate the problem. The Town reserves the right to cancel the contract if corrective action is not implemented.

**8. PROTECTION OF PUBLIC SAFETY:**

8.1 SUNSHINE shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. Town reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of Town rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither Town nor any of its officers, agents or employees shall be liable to SUNSHINE for any damages that may be sustained by SUNSHINE through exercise by Town of such right.

**9. MODIFICATION AND WAIVER:**

9.1 This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. Modification to this Agreement can only be made in writing and by execution of both parties. Reference to the Agreement shall be deemed to include any duly executed modification or amendment. The failure of a party to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

**10. ASSIGNMENT:**

10.1 This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstance without prior written consent from the other contracting party.

10.2 This agreement is for the benefit of the executing parties and is not to provide any rights to third parties as third party beneficiaries.

**11. NOTICE:**

11.1 Notices required by this Agreement shall be deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

AS TO CITY:           Town of Davie  
                              Parks and Recreation Director  
                              6591 Orange Drive  
                              Davie, Florida 33314

AS TO SUNSHINE:  
                              Sunshine After School Child Care, Inc  
                              7901 SW 36<sup>th</sup> Street, Suite 200  
                              Davie, Florida 33328

**12. GOVERNING LAW AND VENUE:**

12.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida with venue for any litigation thereon to be found in the Seventeenth Judicial Circuit in and for Broward County, Florida.

**13. SEVERABILITY:**

13.1 If any part of this Agreement is found to be in conflict with applicable laws, such part shall be null and void insofar as it is found in conflict with the laws of the State of Florida, but the remainder of the Agreement shall be and remain in full force and effect.



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