

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks & Recreation Director, 954 797-1150

PREPARED BY: Dennis Andresky, Parks & Recreation Director, 954 797-1150

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A resolution of the Town of Davie, Florida, authorizing the Mayor to execute a contract with Learn2Swim, Inc. to provide aquatics program service.

REPORT IN BRIEF: The Town conducted a competitive solicitation for Aquatic Programming Service for the Pine Island Park and Betty Booth Roberts Park pools. Council approved the selection of Learn2Swim, Inc. for bid award on 7/18/07 per Resolution 2007-179. The term of the agreement is for one year beginning of October 1, 2007 and ending on September 30, 2008. The agreement allows for two extension periods of one year each based on mutual agreement of the parties to the agreement and approval of Town Council. The Town will receive \$18,000 per year in revenue from the execution of this agreement. Staff recommends approval of this resolution as presented.

PREVIOUS ACTIONS: Vendor Selection Recommended by Bid Selection Committee.

Vender Selection Authorized Per Resolution R-2007-179

CONCURRENCES: Agreement reviewed and approved by the Town Attorney.

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

Additional Comments: Annual Revenue of \$18,000

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH LEARN2SWIM, INC. TO PROVIDE AQUATICS PROGRAM SERVICE.

WHEREAS, the Town desires to offer aquatics programs at the Davie Pine Island Park Aquatics Center and Betty Booth Robert's Park Pool; and

WHEREAS, the Town solicited sealed proposals for such service;

WHEREAS, the Town selected the firm of Learn2Swim, Inc. per Resolution R-2007-179 for the provision of said service; and

WHEREAS, it is in the Town's best interest to execute a contract for this service; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute a contract with Learn2Swim, 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 Learn2Swim, Inc. to provide Aquatics Program Service.

SECTION 2. The initial term of the contract is for one (1) year with an option to extend the contract for two (2) additional one (1) year periods by mutual agreement of the parties and approval by the Town of Davie Town Council.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

AGREEMENT BETWEEN THE TOWN OF DAVIE
AND LEARN2SWIM, INC. FOR PROVISION OF
AQUATIC PROGRAMMING SERVICE

THIS AGREEMENT, made and entered into this _____ day of _____,
2007, by and between:

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

AND

Learn2Swim, Inc.
Karen King
2101 N. Andrews Avenue
Ft. Lauderdale, FL 33311
(hereinafter referred to as "CONTRACTOR")

WITNESSETH

WHEREAS, the Town is desirous of providing aquatic programming at the Pine Island Park pool and Betty Booth Roberts pool; and

WHEREAS, a formal RFP was disseminated, and the Davie Town Council awarded the bid to Learn2Swim, Inc.; and

WHEREAS, the Town has verified Learn2Swim, Inc.'s qualifications, experience and capability to perform fully the requirements for such a program, and has determined that Learn2Swim, Inc. has the necessary staff with expertise, skills and capabilities to provide the required services; and

WHEREAS, this agreement has been reviewed by the Town Attorney; and

WHEREAS, the Town and Learn2Swim, Inc. wish to enter into this Agreement to outline the parties' responsibilities for the use of the Town's facilities during this proposed aquatics program.

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

2. Insurance: The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance, and Automotive Liability Insurance as required by State Statute. The Contractor shall carry in force at all times the insurance coverage with the Town included as "Additional Insured".

Insurance requirements are as follows:

A. 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

B. COMMERCIAL GENERAL LIABILITY INSURANCE

Limits: Bodily Injury/Property Damage Combined Single Limit -
\$1,000,000 each occurrence. This shall include coverage for:

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

Insurance must be furnished to the Town 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 thirty (30) days written notice of any cancellation or material change in any policy.

3. Indemnity Hold/Harmless Agreement: 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.

4. Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. Discrimination Clause: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

6. Cancellation: The Town will issue a notice in writing should Contractors fail to reasonably perform the services as specified herein in the sole discretion of the Town. Contractor 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. This contract will be canceled upon receipt of written notification.

NOTICE:

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 TOWN:

Dennis Andresky or representative
Parks and Recreation Director
6901 Orange Drive
Davie, Florida 33314

AS TO Contractor

Learn2Swim, Inc.
Karen King
2101 N. Andrews Avenue
Ft. Lauderdale, FL 33311

GOVERNING LAW AND VENUE:

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.

SEVERABILITY:

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.

LICENSE NOT A LEASE:

This Agreement shall not be deemed to be a lease of any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein.

NON-DISCRIMINATION:

The Contractor shall comply with Title I and Title II of the Americans with Disabilities Act regarding non-discrimination on the basis of disability in employment and the provision of services, and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation or disability.

No persons, on the grounds of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation or disability shall be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination in the use of said materials or offering of services by the Contractor.

PENALTY FOR DAMAGE:

Town's Municipal Code

Sec. 16-3. Damaging public property prohibited.

It shall be unlawful to wantonly, willfully or maliciously mar, deface, injure or mutilate any of the town buildings, vehicles, equipment, furniture, street signs, traffic signs, or traffic control equipment, or any other property of the town.

(Code 1964, § 10-8)

IN WITNESS WHEREOF, the parties hereto have executed this Reciprocal Use Agreement the day and year first written above.

LEARN2SWIM, INC.

TOWN OF DAVIE, FLORIDA

BY: _____
DIRECTOR

BY: _____
MAYOR

ATTEST:

TOWN CLERK

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY, that on the _____ day of _____, 2001, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Learn2Swim, Inc, signed this Agreement on the _____ day of _____, 2007.

WITNESSETH my hand and official seal at _____, Broward County, Florida this _____ day of _____, 2007.

My Commission Expires: _____



Entity Name Search

Detail by Entity Name

Florida Profit Corporation

LEARN2SWIM, INC.

Filing Information

Document Number P03000148473
FEI Number 200467308
Date Filed 12/09/2003
State FL
Status ACTIVE
Effective Date 12/10/2003

Principal Address

744 RIVERSIDE DR
CORAL SPRINGS FL 33071

Changed 05/02/2005

Mailing Address

744 RIVERSIDE DR
CORAL SPRINGS FL 33065

Registered Agent Name & Address

KING, KAREN
2808 NW 10TH AVENUE
WILTON MANORS FL 33311 US

Name Changed: 08/07/2006

Address Changed: 08/07/2006

Officer/Director Detail

Name & Address

Title DP

KING, KAREN
2808 NW 10TH AVENUE

WILTON MANORS FL 33311

Annual Reports

Report Year Filed Date

2005	05/02/2005
2006	08/07/2006
2007	07/05/2007

Document Images

[07/05/2007 -- ANNUAL REPORT](#)

[08/07/2006 -- ANNUAL REPORT](#)

[05/02/2005 -- ANNUAL REPORT](#)

[07/01/2004 -- ANNUAL REPORT](#)

[12/09/2003 -- Domestic Profit](#)

Note: This is not official record. See documents if question or conflict.

