TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

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

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

SUBJECT: Resolution

AFFECTED DISTRICT: District 2 and Town Wide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GYM-BAZ, LLC TO PROVIDE A GYMNASTIC PROGRAM AT THE DAVIE PINE ISLAND MULTIPURPOSE CENTER.

REPORT IN BRIEF: A Request For Proposal was advertised in the Sun-Sentinel and posted on the Town's website. Additionally, the RFP was mailed directly to twelve (12) potential bidders. Gym-Baz, LLC was the only responding bidder to offer a gymnastic program at Pine Island Park. February 6, 2007, the Town's Bid Spec Committee reviewed and approved Gym-Baz, LLC as the gymnastic provider at the Davie Pine Island Multipurpose Center. The instructor will receive 75% of the registration fee with 25% of their registration fee retained by the Town if the class size is 25 or less participants; or 80% of the registration fee with 20% retained by the Town of Davie if the class size is 26 or more participants Staff has verified qualifications, experience and capability to perform the requirements for a gymnastic program, and has determined that Gym-Baz, LLC has the necessary staff, expertise, skills and capabilites to provide the required services. Gym-Baz, LLC, has provided required insurance for this program. Gym-Baz, LLC is an active Corporation with the Florida Department of State Division of Corporations. Staff recommends approval of the resolution as presented.

PREVIOUS ACTIONS: None

CONCURRENCES: Standard contractual agreement previously approved by Attorney Control # 01-0910.

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

If yes, expected cost:

Account Name:

If no, amount needed:

What account will funds be appropriated from:

Additional Comments: Instructor collects all program registrations fees (projected at $12,000), Instructor turns the fees into the Town as revenue. Town retains 20% - 25% as revenue.

RECOMMENDATION(S): Motion to Approve the Resolution

Attachment(s): Resolution, Instructors Contract, Corporate Information, Insurance.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GYM-BAZ, LLC TO PROVIDE A GYMNASTIC PROGRAM AT THE DAVIE PINE ISLAND MULTIPURPOSE CENTER.

WHEREAS, the Town of Davie desires to offer a gymnastic program at Davie Pine Island Multipurpose Center; and

WHEREAS, the Town conducted an Request For Proposal for gymnastic program services and Gym-Baz, LLC., the sole vendor to respond to the Request for Proposal, was selected by the Towns Bid Selection Committee for bid award, and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to execute a contract with Gym-Baz, LLC for said service.

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 Gym-Baz, LLC to provide a gymnastic program at the Davie Pine Island Multipurpose Center.

SECTION 2. 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

TOWN OF DAVIE
INSTRUCTOR'S CONTRACT

INSTRUCTOR'S NAME: Ali Hammoud Class Title: Gym-Baz, LLC Gymnastic Program
Dates of Session: Tuesdays
Class Fee: Pre school $65/beginners & advanced $75 and Intermediate & cheerleader $85 monthly fee /one class per week

Instructor's Fee per Resolution R01-269 (25 participants or less per class 75% to Instructor, 25% to Town)
(26 participants or more per class 80% to Instructor, 20% to Town)
Number of Participants in class: 6-26
Contract Begins the day of October 1, 2007 - September 30, 2009
Class Meets at: Facility: Pine Island Park Room: Gymnasium
Times: 3:30-6:30 p.m. Days of Week: Tuesday
Summer hours – 3:00 – 6:00 p.m

The Town of Davie and Ali Hammoud/Gym-Baz, LLC, hereafter known as the instructor, enter into this agreement on _____, whereby the Town of Davie will receive the registration money and forms, and the instructor will receive the amount stated above which shall be 75% or 80% of the registration fee with 25% or 20% of the registration fee and all non-resident fees retained by the Town of Davie. All registrations and registration fees collected must be turned in to the Parks and Recreation Department on a daily basis.

The instructor will provide all class materials and equipment needed or pertaining to the above stated class. The instructor also acknowledges responsibility in handling any and all income taxes derived from the instructor's fees. (The instructor is actually self-employed and is contracting the class from the Town of Davie.) Insurance such as personal health care or workmen's compensation is not provided by the Town of Davie. No payment will be given for holidays or unscheduled overtime. The instructor will notify students if he/she cannot teach class any day and reschedule missed session. Instructors will be paid as agreed with the Town.

Special Conditions:

1. Final approval of requests for extension or renewal of this agreement is at the sole discretion of the Town.
2. The Town reserves the right to cancel class(s) as deemed necessary. In the event the Town needs to cancel a class, the Town will (a) allow for the scheduling of a make up class based on mutual agreement between the Instructor and the Town or (b) provide a substitute area, if available.
3. The vendor must provide information, data and fingerprints to the Town as needed for processing of a level II Florida Department of Law Enforcement background screening, prior to the start of class/program. FDLE background screening must be redone on an annual basis.
4. The RFP processed for this service/vendor is a part of this contract by reference.

The instructor is to provide the Town of Davie a certificate of insurance for one million dollars ($1,000,000.00) naming the Town of Davie as additional insured. The certificate must be valid the entire length of the contract.

Instructor agrees to support the Town of Davie **Scholarship Program**. The scholarship program offers an opportunity for students who cannot afford to pay for classes the chance to participate. For every ten paid students registered, the instructor agrees to permit the Town of Davie to place one qualified scholarship student into this class at no cost.

Any violation of the above agreement will be reason for immediate termination of this contract.

TOWN OF DAVIE
Parks and Recreation Department
6901 Orange Drive
Davie, FL 33314

By: _____

Title: _____

Approved: _____

INSTRUCTOR
Full Name(print): Ali Hammoud/Gym-Baz, LLC
Address: 3243 NE 12 Street Apt #4
Pompano Beach, Fl 33062

Signature: _____

Phone: 954 785-9222 Cell: _____ Fax _____

Social Security No: _____

FIEN #: _____

Detail by Entity Name

Florida Limited Liability Company

GYM-BAZ, LLC

Filing Information

Document Number	L07000008744
FEI Number	NONE
Date Filed	01/16/2007
State	FL
Status	ACTIVE
Effective Date	01/09/2007

Principal Address

3243 NE 12TH ST., APT. #4
POMPANO BEACH FL 33062

Mailing Address

3243 NE 12TH ST., APT. #4
POMPANO BEACH FL 33062

Registered Agent Name & Address

HAMMOUD, ALI
3243 NE 12TH ST.
POMPANO BEACH FL 33062

Manager/Member Detail

Name & Address

Title MGRM

HAMMOUD, ALI
3243 NE 12TH ST.
POMPANO BEACH FL 33062

Annual Reports

No Annual Reports Filed

Document Images

01/16/2007 -- Florida Limited Liability

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
GYM-BAZ LLC

Business name, if different from above
GYM-BAZ LLC

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
3243 NE 12TH STREET, SUITE 4

Requester's name and address (optional)

City, state, and ZIP code
POMPANO BEACH, FL 33062

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
			–			–		

or

Employer identification number
3	8	–	2	6	7	7	6	8	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Ali Hamed Date ► 8.24.07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Town of Davie
Vendor/Bidder Disclosure

I, ALI HAMMOUD, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: GYMBAZ LLC

Address: 3243NE 12 TH STREET
SUITE 4 POMPANO BCH, FL. 33062

FEIN 382-67-7684

State and date of incorporation MICHIGAN & STATE OF FLORIDA
1974

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Titles of Individual Who Will Lobby:

Full Legal Name	Address	Ownership
ALI HAMMOUD	3243 NE 12TH STREET SUITE 4 POMPANO BCH, FL. 33062	100%
		%
		%
		%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name . Address

_____

_____

_____

_____

By: _____ Date: 8/24/07
Signature of Affiant

Ali Hammoud
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 24th day of August 2007, by Ali Hammoud, he/she is personally known to me or has ~~presented~~ MI Lic as identification.

NANCY RICE
Notary Public, State of Florida
My comm. exp. Dec. 13, 2008
Comm. No. DD 378883

Nancy Rice
Notary Public, State of Florida at Large

Nancy Rice
Print or Stamp of Notary

DD 378883
Serial Number

My Commission Expires : 12/13/08

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 06/12/07

PRODUCER
Freedom Insurance Agency
101 South State Road 7
Plantation, FL 33317
Phone (954)792-3660 Fax (954)791-8019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Penn America Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Gymbaz, LLC.
3243 NE 12 St. Suite 4
Pompano Beach, FL 33062-

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☑	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PROJECT ☐ LOC	PAC6599606	06/26/07	06/26/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	1,000,000 50,000 5,000 1,000,000 2,000,000 1,000,000
	☐	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS ☐ _____ ☐				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	☐	**GARAGE LIABILITY** ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
	☐	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE AGGREGATE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Gymnastics / Yoga Instructor.
Certificate holder is listed as additional insured

CERTIFICATE HOLDER

Town of Davie
6901 Orange Dr.
Davie, FL 33314

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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