

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: 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 RENTAL CONTRACT WITH FIT FIRST, INC. FOR THE OPERATION OF EXERCISE/FITNESS PROGRAM. (\$1,450/month revenue to the Town)

REPORT IN BRIEF: The Town awarded the bid for the Operation of Exercise/Fitness Program to Fit First, Inc per Resolution #2008-18 on 2/6/2008. A contract for this service has been negotiated with the vendor to provide a Jazzercise Program at the Pine Island Park Multipurpose Center. This resolution authorizes the Mayor to execute the rental contract.

PREVIOUS ACTIONS: R-2008-18

CONCURRENCES: Contract has been reviewed and approved by the Town Attorney.

FISCAL IMPACT: Yes

Has request been budgeted? n/a

Additional Comments: \$1,450 per month revenue to the Town

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 RENTAL
CONTRACT WITH FIT FIRST INC., FOR THE OPERATION OF
EXERCISE/FITNESS PROGRAM.

WHEREAS, the Town desires to offer a Fitness/Exercise Program at the Pine
Island Multipurpose Center; and

WHEREAS, the Town solicited sealed proposals for such service; and

WHEREAS, Fit First, Inc. was awarded the bid for Exercise/Fitness Program
Operation per Resolution #2008-18 on 2/6/2008; and

WHEREAS, an agreement has been negotiated with the vendor to provide the
awarded 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 Fit First, 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 Fit First, Inc. to provide Exercise/Fitness program service.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008

MAYOR/COUNCILMEMBER
ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2008

AGREEMENT BETWEEN THE TOWN OF DAVIE
AND FIT FIRST, INC.
FOR THE RENTAL OF PINE ISLAND MULTIPURPOSE CENTER
FOR THE OPERATION OF EXERCISE/FITNESS PROGRAM

THIS AGREEMENT, made and entered into this _____ day of _____,
2008, by and between:

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

AND

Fit First, Inc.
633 Stanton Lane
Weston, Florida 33326
(hereinafter referred to as "CONTRACTOR")

WITNESSETH

WHEREAS, the Town is desirous of providing Jazzercise programs at Pine Island Multipurpose Center; and

WHEREAS, a formal RFP was disseminated, and the Davie Town Council awarded the bid to Fit First, Inc. and said RFP is by reference made a part of this agreement; and

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

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

WHEREAS, the Town and Fit First, Inc. wish to enter into this Agreement to outline the parties' responsibilities for the use of the Town's facilities during the Jazzercise programs.

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

Terms of Agreement

It is the Town's intention to rent space in the Davie Pine Island Multipurpose Facility for exercise/fitness program to the firm or agency that submits the best overall proposal based on its evaluation of the proposals received with respect to the evaluation criteria listed above. The initial term is for a (2) year period. The contract may be extended up to three (3) additional one (1) year terms, by mutual written agreement of the parties and approval by Town Council.

.CONDITIONS:

A. Renter's use of the Davie Pine Island Park Multipurpose Facility is limited as follows:

The maximum capacity for 1/2 of the Gym is 150.
The maximum capacity for the Cypress Hall is 76.

SCHOOL YEAR
September 1 - May 30, 2008

SUMMER
June 1 – August 31, 2008

Monday

9:00 - 10:00 a.m.	1/2 Gymnasium	Cypress Hall
6:00 - 7:00 p.m.	1/2 Gymnasium	Cypress Hall
7:00 - 8:00 p.m.	Cypress Hall	Cypress Hall

Tuesday

9:00 - 10:00 a.m.	1/2 Gymnasium	Cypress Hall
6:00 - 7:00 p.m.	1/2 Gymnasium	Cypress Hall

Wednesday

9:00 - 10:00 a.m.	1/2 Gymnasium	Cypress Hall
7:00 - 8:00 p.m.	Cypress Hall	Cypress Hall

Thursday

9:00 - 10:00 a.m.	1/2 Gymnasium	Cypress Hall
6:00 - 7:00 p.m.	1/2 Gymnasium	Cypress Hall

Friday

9:00 - 10:00 a.m.	1/2 Gymnasium	Cypress Hall
6:00 - 7:00 p.m.	Cypress Hall	Cypress Hall

Saturday

9:00 - 10:00 a.m.	1/2 Gymnasium	1/2 Gymnasium
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Sunday

9:00 - 10:00 a.m. Gymnasium	1/2 Gymnasium	1/2
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B.

Jazzercise / Fit First
Contract Dates February 6, 2008 – February 5, 2009
Davie Pine Island Multipurpose Center
3801 S. Pine Island Road

February 7, 2008 – June 6, 2008

Week days: Monday – Friday 9:00 – 10:00 a.m. North
½ Gym

June 9, 2008 – August 14, 2008 (Summer Camp)

Monday, Tuesday, Wednesday, & Friday 9:00 – 10:00 a.m. Palm
Room

No room available on Thursday mornings during the summer

August 18, 2008 – February 5, 2009

Week days: Monday – Friday 9:00 – 10:00 a.m. North
½ Gym

February 9, 2008 – February 3, 2009

Saturdays & Sundays 9:00 – 10:00 a.m. North
½ Gym

February 7, 2008 – May 9, 2008

Monday, Tuesday, & Thursday 6:00 – 7:00 p.m. South
½ Gym

May 12, 2008 – July 18, 2008 (Summer Sports basketball)

Monday, Tuesdays & Thursday 6:00 – 7:00 p.m.
Cypress Hall

July 21, 2008 – February 5, 2009

Monday, Tuesday, & Thursday 6:00 – 7:00 p.m. South
½ Gym

February 7, 2008 – February 5, 2009

Monday & Wednesdays 7:00 – 8:00 p.m.
Cypress Hall

- C. The Town reserves the right to cancel or postpone classes as deemed necessary for Town use, election days, holidays or for other circumstances beyond the control of the Town. No refunds to renter due to cancellations. In the event a class is cancelled or postponed, the following procedure will apply subject to mutual agreement of the renter and Town.
 - 1. Class may be conducted in a different room, facility or location.
 - 2. Class may be conducted on a different day.
 - 3. Additional or makeup class day or days may be added.
- D. It is understood and agreed to that the specified facility is being provided for use in its current "as is" condition.
- E. Renter shall provide all supplies, equipment and materials including a PA System and stage if needed and shall pay for all licenses, permits, and inspections and costs necessary for program operations.
- F. 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.
- G. Renter shall provide qualified instructors for all classes/programs.
- H. Renter shall provide each participant with a fee schedule of any and all classes that are offered.
- I. Renter shall be responsible for daily clean up of the rented area and restore it to a clean condition representative of that which existed prior to use for the program.
- J. Renter shall comply with the Drug Free Workplace Act and provide a policy accordingly.
- K. Vendor must provide proof of identity (Florida Drivers License), social security number, fingerprints and authorization for the Town to conduct a background screening check for the vendor and all instructors utilized for the operation and conducting of the specified services at the designated Town facility. The background check must be completed prior to the start of the program. The current cost for the Town to conduct the background check screening is \$33.25. Vendor is responsible to pay the Town for the cost of the Background Screening in

advance. Background Screening will be done annually and paid by vendor

- L. Renter will conduct all program registration sessions and pay the Town the monthly rental fee contained in renter's proposal response.
- M. Renter agrees to pay the town \$1,450 per month for use of the Pine Island Multipurpose Center as listed in vendor's RFP response. Payment is due on the first day 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.
- N. Renter shall comply with all use rules and regulations as posted at the facility.

INSURANCE REQUIREMENTS

A. Contractor shall obtain and maintain the following insurance coverage's with the listed coverage limits throughout the extended life of this agreement:

1. Commercial General Liability - \$ 1,000,000 per occurrence
Premises/Operations
Products/Completed operations
Contractual Liability
Sub-Contractors Coverage
2. Business Automobile Liability - \$ 1,000,000 per occurrence
3. Workers' Compensation - Florida Statutory Limit
(Minimum)
Employers Liability - \$ 500,000 (Minimum)

B. Contractor shall require their insurance Agent or Carrier to provide the Town with a Certificate of Insurance on a standard ACORD form or equivalent form showing the policy Effective Date and Expiration Date for each of the above listed coverage's and shall replace any expiring certificates with new certificates throughout the life of this agreement and any required extended coverage period. Each such Certificate of Insurance shall be sent to and shall list the following as the Certificate Holder:

Town of Davie
Attn: Mr. Herb Hyman
6591 Orange Drive
Davie, FL 33314

1. Each such Certificate shall include the following wording: "the Town of Davie, its officers, and employees are named as additional insured's with respect to the General and Automobile liability of Corporation related to any work performed under this agreement" and shall provide for 30 days prior written notice to the Certificate Holder of any cancellation prior to the expiration date of the coverage's listed on the certificate.
2. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida and having an AMBest insurance rating of not less than B+.
3. Contractor shall require any sub-contractors to comply with these requirements in the same manner that Contractor is required to

comply or Contractor shall provide for "General Contractors Insurance" coverage that provides the above coverage's for themselves as well as any subcontractor working under them.

4. Nothing in this Agreement shall be construed to affect in any way the Town's rights, privileges, and immunities, including sovereign immunity as provided by law as set forth in Florida Statute 768.28.

INDEMNIFICATION:

The Contractor agrees to indemnify and hold harmless the Town, its officers, agents and employees from any and all liability, including defense costs, attorneys' fees, and all other fees incidental to the defense, loss, or damage the Town may suffer as a result of any and all suits, claims, demands, costs, or judgments against the Town arising from the acts or failure to act of the Contractor, its officers, employees and/or agents resulting from Contractor's implementation of this contract. 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.

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.

CANCELLATION:

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

DISCRIMINATION:

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 public building or public work, may not submit 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.

REGISTRATION OF LOBBYISTS:

Firms or individuals who wish to contact any official of the Town outside of a pre-submission conference or written request for information procedure must

first register with the Town Clerk as a lobbyist for this Request for Proposals. Failure to register before contacting any official will result in disqualification of the proposal and submissions will not be considered. Lobbying registration certificates (attached hereto) should be mailed to:

Town of Davie
Town Clerk
6591 Orange Drive
Davie, Florida 33314-3399

SUBCONTRACTING:

Subject to Town approval.

AWARD:

The contract will be awarded based on the criteria established under "Nature of Bid "in this Request for Proposal.

SELECTION PROCESS:

The Town will accept proposals until 2:00 p.m. on _____, _____. Proposals will be reviewed by a Town Committee. This Committee will short list and may interview, if necessary, candidates deemed to be the most highly qualified to perform the required services. Cost of services and rental fee offered will be considered along with other criteria listed above. In no event will price be the sole consideration in selecting the most highly qualified firm(s). The committee reserves the right to make its recommendation based on the best qualified firm(s) in the sole discretion of the Committee. Seven copies of the proposal must be submitted to the Herb Hyman, Procurement Manager, Town of Davie, 6591 Orange Drive, Davie, Florida, 33314.

The Committee will make a recommendation to the Town Council, which will make the final decision by resolution.

SUBMISSION AND RECEIPT OF PROPOSALS

Interested firms should submit their proposal by 2:00 p.m. on _____.

Proposals must include completed W 9 Form and completed Bidder/Disclosure Form.

Seven (7) copies of the proposal should be submitted to:

Town of Davie
6591 Orange Drive
Davie, FL 33314
Attn: Purchasing Division

AGREEMENT BETWEEN THE TOWN OF DAVIE
AND FIT FIRST, INC.
FOR RENTAL OF THE PINE ISLAND MULTIPURPOSE CENTER
FOR THE OPERATION OF EXERCISE/FITNESS PROGRAM

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

FIT FIRST, INC.
FLORIDA

TOWN OF DAVIE,

BY: _____
C.E.O.

_____ BY:
MAYOR

ATTEST:

TOWN CLERK

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY, that on the _____ day of _____
_____ 2008, personally appeared before me, an officer duly authorized
to administer oaths and take acknowledgements, Fit First, Inc., signed this
Agreement on the _____ day of _____, 2008.

WITNESSETH my hand and official seal at _____,
Broward County, Florida this _____ day of _____, 2008.

My Commission Expires: _____



PARKS AND RECREATION DEPARTMENT
6901 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399
PHONE: 954.797.1145 • FAX: 954.797.1148 • WWW.DAVIE-FL.GOV

Memorandum

TO: Herb Hyman, Procurement Manager

FROM: Dennis Andresky, Director Parks & Recreation 

SUBJECT: Bid Award for Exercise/Fitness Program
B-08-10

DATE: January 17, 2008

It is recommended that the bid for Exercise/Fitness Programming be awarded to:

Fran Anderson Fit First Inc.
633 Stanton Lane
Weston, FL 33326

Ms. Anderson is offering a total of \$1,450 per month for use of the specified facilities.

Candy Colby, World Fitness Association was the only other vendor to respond to the RFP. The proposal from this vendor was \$300 per month.

PRICING PAGE

REQUEST FOR PROPOSALS TO RENT
DAVIE PINE ISLAND MULTIPURPOSE FACILITY FOR
OPERATION OF EXERCISE/FITNESS PROGRAM
Town of Davie, Florida

Location: Davie Pine Island Park Multipurpose Center
Address: 3801 S Pine Island Road
Davie, FL 33328

* Fee Vendor will be charging participants:
Daily, Weekly, Monthly
* see proposal page

\$ 12 Daily
\$ 7 Weekly membership
\$ 36.00 Monthly DISC. OR REG
\$ 45.00 Other (Please Specify) * must purchase 2 months minimum
25.00 ^{yr} Joining Fee

Monthly Rental Fee To Be Paid To Town

a. Cypress Room
b. 1/2 Gym

\$ 200.00 Per Month
\$ 1250.00 Per Month
1450.00

Fee will be prorated for partial months.

BIDDER: Fran Anderson Fit First Inc

* mailing ADDRESS: 633 Stanton Lane Weston FL 33326

* Bus. Address 318 Indian Tracc #210 Weston FL 33326

BY: [Signature]
SIGNATURE

Fran Anderson
Please type or print signature here

TITLE: owner

DATE: 1/8/08

TELEPHONE NUMBER: (954) 389 2624

FEDERAL EMPLOYEE IDENTIFICATION NUMBER: 651065417