

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers
FROM/PHONE: Dennis Andresky, 797-1150
SUBJECT: Resolution

TITLE OF AGENDA ITEM: A resolution of the Town of Davie, Florida, authorizing the Mayor to execute a contract with SwimAmerica to provide aquatic programming services.

REPORT IN BRIEF: In order to provide expanded, quality aquatics programs for the residents of Davie and reduce staff programming costs, it is recommended the Town enter into an aquatics programming services agreement with SwimAmerica. The Town completed the Request for Proposal process for this service resulting in SwimAmerica being the sole responder. Based on SwimAmerica's response to the RFP and their successful track record in providing aquatics programs on a rental basis at the Pine Island Pool, Town staff has determined that SwimAmerica is fully qualified, experienced and capable of meeting the requirements specified in the agreement. The agreement is for provision of aquatics programming services at the Pine Island Community Pool and can be expanded for added sites as necessary specifically 61st Avenue Park Pool.

PREVIOUS ACTIONS: SwimAmerica has offered swim lessons and swim team programs at the Pine Island Community Pool per Town Resolutions R-98-376 and R-98-377. These program have been extremely successful and well received by the public and resulted in a substantial increased use of the pool facility.

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? yes N/A

If yes, expected cost: No cost to Town, Except for utilities at Pine Island Community Pool \$

Additional Comments: Per contract agreement, the Town will receive \$6,000 for use of Pine Island Park Community Pool. Also eliminated the need for the Facility Manager position. This will result in a savings of \$46,000.

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 SWIMAMERICA TO PROVIDE AQUATIC PROGRAMMING SERVICES

WHEREAS, the Town desires to offer aquatic programs at Pine Island Community Pool; and

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

WHEREAS, the Town's Selection Committee authorized the Parks and Recreation Department to negotiate the terms of the agreement with SwimAmerica; and

WHEREAS, the Town has verified SwimAmerica's qualifications, experience and capability to perform fully the requirements for such a joint recreation program, and has determined that SwimAmerica 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 SwimAmerica.

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 SwimAmerica to provide aquatic programming services.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2001.

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

THIS AGREEMENT, made and entered into this ____ day of _____, 2001, by
and between:

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

AND

SwimAmerica
Karen Leonard
2101 N. Andrews Avenue
Ft. Lauderdale, FL 33311
(hereinafter referred to as "CONTRACTOR")

WITNESSETH

WHEREAS, the Town is desirous of providing aquatic program at the Pine Island
Community Pool; and

WHEREAS, a formal RFP was disseminated, and SwimAmerica was the only
responding bidder; and

WHEREAS, the Town has verified SwimAmerica's qualifications, experience and
capability to perform fully the requirements for such a program, and has determined that
SwimAmerica 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, Town and SwimAmerica 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:

3. TERMS OF AGREEMENT

It is the Town's intention to award aquatic programming services for a one (1) year period to SwimAmerica. The contract may be extended for two additional (1) year periods by mutual agreement of the parties. The Town reserves the right to add new pool locations to this agreement upon mutual agreement of the parties.

1. Conditions:

- A. Contractor shall at all times conduct business in a professional and courteous manner to the satisfaction of designated Town staff
- B. Contractor shall provide qualified/trained instructors for all offered programs.
- C. Contractor shall provide each participant with a fee schedule for any and all offered services and/or program packages.
- D. Contractor must coordinate all programming schedules with designated Town staff.
- E. Contractor is required to provide a minimum of twenty five (25) scholarships for aquatic services for children of the community that cannot afford these services.
- F. The Town will provide lifeguard services during normal operating hours. Should the Contractor choose to program pool usage during non normal operating hours, the Contractor is responsible for the cost of lifeguard service. The hourly rate for lifeguard services is \$20.00 per hour per lifeguard. The Town may grant a variance to this policy with the approval of the Town's Risk Management Department.
- G. The Town currently sells memberships for use of the pool to the general public and must have 1/4 of the pool area available for public use during normal operating hours. Normal operating hours during the summer are Monday through Friday 9:00 a.m. to 7:45 p.m., winter hours are Monday through Friday 12:00 noon to 7:45 p.m., Saturday and Sunday 10:00 a.m. to 5:45 p.m. year round.

The Contractor is allowed the use of 3/4 of the pool during normal operating hours except during Town sponsored events/use.

Current Town sponsored events/use include:

- a. 3/4 of the pool area must be available for use as needed by the Town for use by the public and for use by the Town's Summer Camp Program. The summer camp program runs from June through August from 9:00 a.m. to 5:00 p.m.
 - b. The entire pool must be available for use by the Town for the March Splash for Trash event. This is a once a year partial day event which varies as to date and runs from 11:30 a.m. to 3:30 p.m..
 - c. The entire pool must be available for the Town's July 4th celebration from 10:00 a.m. to 9:00 p.m.
 - d. The entire pool must be available for the September Labor Day event from 10:00 a.m. to 5:00 p.m.
 - e. The entire pool must be available for the Town picnic This is a once a year partial day event which varies as to date and runs from noon to 4:00 p.m.
- H. The Town reserves the right to schedule additional town events and usage and to make adjustments to the hours of operation and portion of pool area needed for public usage with reasonable notice being given to the contractor. The Town also reserves the right to control the pool as needed during inclement weather or in the interest of public safety.
 - I. SwimAmerica shall pay \$6,000.00 per year in twelve monthly payments for length of contract payable to the Town by the 10th of each month.

J. Contractor and all employees or personnel under the direction of the Contractor must obey the established rules and regulations of the Town of Davie.

K. Contractor is responsible for handling and processing of all programs they offer, i.e., registrations, receipt of payments for programs, accounting of transacted business, record keeping, etc.

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:

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. 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 Contractor 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.

7. Selling, Transferring or Assigning Responsibilities: The Contractor shall not sell, transfer or assign the performance required by this proposal without the prior written consent of the Town. Any award issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable, except with the prior written consent of the Town.

8. Permits, Taxes and Licenses: The Contractor shall at their own expense obtain all necessary permits and pay all applicable licenses, fees or taxes.

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

SwimAmerica
Karen Leonard
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)

AGREEMENT BETWEEN THE TOWN OF DAVIE
AND SWIMAMERICA RELATING TO
JOINT RECREATIONAL AQUATIC PROGRAMMING

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

SWIMAMERICA

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, SwimAmerica, signed this Agreement on the _____ day of
_____, 2001.

WITNESSETH my hand and official seal at _____,
Broward County, Florida this _____ day of _____, 2001.

My Commission Expires:

NOTARY PUBLIC, State of Florida