



Village of Biscayne Park Commission Agenda Report

Village Commission Meeting Date: February 3, 2015

Subject: Resolution 2015-03
Professional Service Agreement with
Gail Goebel

Prepared By: Shelecia Bartley, Manager Parks &
Recreation

Sponsored By: Staff

Background

Gail Goebel received her education from Adelphi University, Juilliard School of Dance, American Ballet Theatre School and the Metropolitan Opera Ballet School. Ms. Goebel has an extensive background in dance including jazz, tap, Middle Eastern and belly dancing. Ms. Goebel will instruct children in the basics of ballet, tap and creative movement in weekly 45-minute long classes. Ms. Goebel will also be teaching an adult/senior Qui Gong Tai Chi class. Ms. Goebel is a former children's instructor for the various Miami-Dade County Public Schools and recreation complexes. Ms. Goebel has appeared on television, cruise ships and hotels such as the Sonesta Beach Hotel.

The children's dance program will be held in the meeting room of the Ed Burke Recreation Center, on Wednesday and Friday Mornings mornings from 10:30am - 11:15am. The ongoing dance program will be for children ages 2.5 to 5 years of age

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Resolution 2015-03

at a cost of \$36 per monthly session. The Tai Chi classes will be offered on Wednesday mornings from 9:30am - 10:30am. The ongoing Tai Chi classes will be for adults ages 18 and older at a cost of \$36 per monthly session. Tentative start date is Tuesday, February 10th, 2015.

Ms. Goebel has met all the required background and drug testing, and provided insurance coverage requirements.

Fiscal/Budget Impact

The Dance Classes and Qui Gong Tai Chi classes will provide revenue to the Village.

Recommendation

Approval of Resolution 2015-03

Attachments

Resolution 2015-03

Professional Services Agreement

Letters of Recommendation

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3 **RESOLUTION NO. 2015-03**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**
8 **AGREEMENT BETWEEN GAIL GOEBEL AND THE**
9 **VILLAGE OF BISCAYNE PARK FOR THE**
10 **PROVISION OF A DANCE AND EXERCISE**
11 **PROGRAM AT THE ED BURKE RECREATION**
12 **CENTER; PROVIDING FOR AN EFFECTIVE DATE.**
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15 WHEREAS, the Village's Parks & Recreation Department strives to provide quality
16 programs for the benefit of the residents; and,
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18 WHEREAS, Gail Goebel has extensive background in dance education and previously
19 provided dance instruction for various Miami-Dade County Public School and Recreation
20 facilities; and,
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22 WHEREAS, Gail Goebel will provide a children's dance program and an adult Tai Chi
23 class; and,
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25 WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be in
26 the best interests of the residents of the Village to enter into an agreement with Gail Goebel to
27 provide a dance and exercise program at the Ed Burke Recreation Center.
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30 **NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF**
31 **THE VILLAGE OF BISCAYNE PARK, FLORIDA:**
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34 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
35 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
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37 **Section 2.** The Village Commission of the Village of Biscayne Park hereby
38 authorizes the Mayor to execute the Agreement between Gail Goebel and the Village of
39 Biscayne Park for the provision of a dance and exercise program. The Agreement, in
40 substantial form, is attached and incorporated by reference into this resolution as exhibit 1.
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42 **Section 3.** This Resolution shall become effective upon adoption.
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45 PASSED AND ADOPTED this _____ day of _____, 2015.
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The foregoing resolution upon being put to a vote, the vote was as follows:

David Coviello, Mayor

Mayor Coviello: ____
Vice Mayor Jonas: ____
Commissioner Anderson: ____
Commissioner Ross: ____
Commissioner Watts: ____

Attest:

Maria C. Camara, Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

**AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK
AND GAIL GOEBEL FOR THE PROVISION OF
A DANCE AND EXERCISE PROGRAM**

THIS AGREEMENT is entered into this ____ day of _____, 2015 between the Village of Biscayne Park, a Florida municipal corporation, (VILLAGE), and Gail R. Goebel (INSTRUCTOR).

WHEREAS, the VILLAGE desires to retain the professional services of INSTRUCTOR to provide a dance and exercise program; and

WHEREAS, the INSTRUCTOR desires to a dance and exercise program at the Ed Burke Recreation Center.

**ARTICLE I
SCOPE OF SERVICES**

The INSTRUCTOR agrees to:

- 1.1 Provide a dance and exercise program for children and adults at the Ed Burke Recreation Center.
- 1.2 Conduct classes in a professional, careful and responsible manner with due regard for the safety of the participants and others, during normal operating hours.
- 1.3 Be solely responsible, at INSTRUCTOR's sole expense, for providing and paying for all instructors, counselors, and other personnel costs associated with the program.
- 1.4 Be solely responsible for securing the services of and compensating assistants or other personnel, as may be required, to perform the program.
- 1.5 Provide to VILLAGE at the close of registration, a list of all participants, along with a signed VILLAGE approved Release form.
- 1.6 Permit only registered program participants to attend program sessions.
- 1.7 Vacate the program facility promptly at the conclusion of the program session in equal or better condition than it was found.
- 1.8 Accept neither fees nor any other payment other than as specifically set forth in this Agreement.
- 1.9 Immediately notify the Village Manager, or her designee, in the event it becomes necessary to cancel a program session.

- 1.10 Immediately notify the Village Manager, or her designee, of any injury sustained by a program participant.
- 1.11 Comply with any other rules adopted by the Village Manager, or her designee, for use of VILLAGE's property, including the facilities used by INSTRUCTOR pursuant to this Agreement.
- 1.12 Actively supervise the operation of each program.
- 1.13 Be responsible for enforcing compliance with the approved rules for all programs. The VILLAGE reserves the right to enact other rules, if necessary, at its sole discretion.
- 1.14 If any participants will be under the age of eighteen (18), require that all counselors, employees and/or instructors undergo Level 2 background screening prior to supervising children, and furnish all reports to the VILLAGE.
- 1.15 The VILLAGE reserves the right to suspend, bar, or expel any employee, counselor, or instructor for any reason, at its sole discretion, without recourse from the subject person or the INSTRUCTOR.

The VILLAGE agrees to:

- 1.16 Allow INSTRUCTOR the use of the Ed Burke Recreation Center for INSTRUCTOR's dance and exercise program.
- 1.17 Allow INSTRUCTOR advertising in VILLAGE's newsletters and publications, at no cost to INSTRUCTOR.
- 1.18 Process program participants' fees in accordance with VILLAGE revenue processing procedures.
- 1.19 Grant INSTRUCTOR license, revocable at will, to use the Ed Burke Recreation Center, consistent with the obligations under this Agreement.

ARTICLE 2

FEES AND COMPENSATION

- 2.1 The INSTRUCTOR shall be compensated from fees collected from participants. The parties agree that VILLAGE shall retain thirty percent (30%) of all registration fees and the INSTRUCTOR shall retain seventy percent (70%) of all registration fees.
- 2.2 INSTRUCTOR shall not charge any participant for any other services not contained in the Agreement.

- 2.3 All items sold by INSTRUCTOR shall be approved by the VILLAGE Manager prior to offering any item for sale.
- 2.4 INSTRUCTOR shall keep all books, rosters and attendance in accordance with standard accounting procedures, and shall make them available to the VILLAGE for inspection and audit at all times.

ARTICLE 3
TERMINATION OF AGREEMENT

- 3.1 This Agreement may be terminated upon thirty (30) days written notice from the VILLAGE at VILLAGE's sole discretion. INSTRUCTOR may terminate this Agreement, at its sole discretion, by giving thirty (30) days written notice to the VILLAGE.
- 3.2 The VILLAGE may unilaterally immediately terminate this Agreement and the license granted by this Agreement if VILLAGE determines, in its sole discretion, that INSTRUCTOR is not conducting his operations in complete accord with this Agreement, or in the best interests of the VILLAGE.

ARTICLE 4
INDEPENDENT CONTRACTOR

- 4.1 The parties agree and affirm that INSTRUCTOR is an independent contractor and not an agent, partner or employee of the VILLAGE, nor shall this Agreement be construed as a partnership nor joint venture between VILLAGE and INSTRUCTOR, the relationship being solely on of licensor and licensee.
- 4.2 INSTRUCTOR has control over the means and methods by which it performs the services. INSTRUCTOR, its employees and agents shall be deemed independent contractors and not agents or employees of the VILLAGE, and shall not attain any rights or benefits generally afforded VILLAGE employees; further, INSTRUCTOR, its employees and agents shall not be deemed entitled to the VILLAGE's worker's compensation, insurance benefits or similar laws.

ARTICLE 5
INDEMNIFICATION CLAUSE

INSTRUCTOR agrees to defend, indemnify and hold harmless the VILLAGE from and against any and all claims, suits, damages, liabilities or causes of action arising during the term of this Agreement, arising out of, related to, or in any way connected with the performance or non-performance of any provision of this Agreement required of the INSTRUCTOR, including personal injury, loss of life or damage to property and from and against any orders, judgment or decrees which

may be entered, and from and against all costs, attorney's fees, and expenses incurred in and about the defense of any such claim and the investigation thereof. However, nothing shall be deemed to indemnify VILLAGE for any liability or claim arising solely out of the negligent performance or failure of performance of VILLAGE.

ARTICLE 6 **INSURANCE**

- 6.1 INSTRUCTOR shall provide, pay for, and maintain in force at all times during the period of this Agreement, a Comprehensive General Liability Insurance Policy with minimum bodily injury coverage of \$500,000.00 (five hundred thousand dollars) and \$200,000.00 (two hundred thousand dollars) property damage liability; workers compensation insurance as required by State Statute. The INSTRUCTOR'S insurance coverage shall be considered the primary carrier.
- 6.2 To the extent applicable, the worker's compensation insurance shall be at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability at the statutory coverage amount.
- 6.3 The VILLAGE shall be named, as an additional insured on all insurance policies the INSTRUCTOR is required to provide.

ARTICLE 7 **MISCELLANEOUS**

- 7.1 INSTRUCTOR shall, without additional expenses to VILLAGE be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, county, and municipal laws, ordinances, and regulations in connection with the performance of the services specified herein. INSTRUCTOR shall take proper safety and health precautions, including the employment of needed assistance, to protect participants, the VILLAGE, the public and property of others. INSTRUCTOR shall be responsible for all services performed until completion of this Agreement.
- 7.2 The INSTRUCTOR shall not promote any privately owned business in a VILLAGE park facility or solicit any participant in a VILLAGE park for any privately owned business other than the dance and exercise program. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the INSTRUCTOR.
- 7.3 INSTRUCTOR shall meet with the Village Manager or her designee as requested.

- 7.4 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
- 7.5 This Agreement is non-transferable or assignable, and INSTRUCTOR agrees not to transfer or assign the performance of services called for in the Agreement.
- 7.6 This Agreement sets forth the full and complete understanding of the parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date above:

VILLAGE OF BISCAYNE PARK,
FLORIDA, a municipal corporation,
organized and existing under the laws of
the State of Florida

ATTEST:

By: _____
David Coviello, Mayor

Maria C. Camara, Village Clerk

Approved as to form:

By: _____
John J. Hearn, Village Attorney

Gail R. Goebel

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ and acknowledged he/she executed the foregoing Agreement as the proper official of INSTRUCTOR, for the use and purposes mentioned in it and that the instrument is the act and deed of INSTRUCTOR.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2015.

My Commission Expires:

NOTARY PUBLIC

Watercrest Care Center

16650 W. Dixie Hwy. North Miami Beach Florida 33160. (305) 945-7447 Fax (305) 945-7278

To Whom It May Concern:

I am writing this letter as a recommendation for a wonderful and highly creative dance and exercise instructor named Gail (Rachel) Goebel. I have seen her perform a wide variety of dance forms and teach several dance classes to a multitude of individuals of differing ages and abilities.

I first met Gail about seven years ago where she conducted a dance class at Young Israel of Greater Miami for children and women. This class was a very unique class, one which: combined ballet, Middle Eastern dancing and Alef Bais dance as well. The Alef Bais dance was copywrited by Gail herself and was designed to add a health component to dance. I found Gail to be a great instructor, one who always inspires, is very interactive with her students and audiences and portrays such a positive attitude.

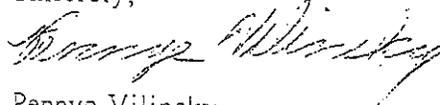
Since our first meeting I have hired Gail many times to provide performances and classes to groups and individuals that I work with. As a teacher of Miami Dade County Schools I found many occasions when Ms. Goebel was a welcome addition to my programs and classes. Now as an Activities Director I am using her again because of her amazing talents and abilities.

Ms. Goebel is so multifaceted. I have seen Ms. Goebel perform hula dancing, belly dancing and Middle Eastern dancing. I have also watched her teach dance classes, Tai Chi, and her Alef Bais Dance for health classes, to both children and adults.

Her teaching is always the same-inspirational. She always provides narratives as to why movements are done and often times, provides the meaning behind them. She is excellent at getting her participants actively involved and demonstrates outstanding skill. When it comes to dance and exercise, she does it with warmth and love and her positive attitude transcends to her audiences and students.

If you are looking for a talented, inspiring teacher, then Gail Goebel is indeed the right individual for the job. If you desire more information, please feel free to call me. Pennye Vilinsky, Activities Director at (305) 945-7447.

Sincerely,



Pennye Vilinsky

Rebecca Baiamonte
10058 S.W. 127 Street
Miami, Florida 33176

To whom it may concern:

I highly recommend Gail Rachel Goebel as a talented teacher. I have known Gail for five years and have followed her where ever she teaches. I first met Gail when she taught for Dade County Parks & Recreation. My two daughters took children's classes in ballet, modern dance, jazz and gymnastics. I took aerobics and adult ballet at Coral Pine Park. I was very impressed with Gail since she was the director of the program and taught all of the classes. Gail works equally well with children and adults.

After an Injury Gail continued to help me with a strengthening and fitness exercise program. I can honestly say her ballet training and caring personality has been a great help to me and other friends that have taken Gail's classes. I have continued classes with Gail in her self healing dance movement program.

I believe Gail will be well suited to teach most forms of dance and movement. She is reliable and dedicated in her work. Please feel free to call me if you would like further information 234-8161.

Sincerely,



Rebecca Baiamonte

Dade Jewish Journal

Week of DECEMBER 12 - DECEMBER 18, 1997

COMMUNITY CALENDAR

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Members \$35/non-members \$45. (305) 271-9000, ext. 284.
Kidsavers CPR meets the fourth Tuesday of the month, 8 p.m. to 10 p.m. at South Miami Hospital, Education Center, Classrooms E & F, 6200 S.W. 73rd St., Miami. \$25 per person or \$40 per couple registration fee. (305) 682-8139.
Lymphedema Support Group 7:30 p.m. to 9 p.m. at South Miami Hospital in the Main Building First Floor Conference Room, 6200 S.W. 73 Street, Miami. (305) 595-3999.
The World Today discussion of present leadership. 9:15 a.m. to 11:15 a.m. at the Russell JCC, 18900 N.E. 25th Ave., Aventura. Free to JCC members, \$1 for non-members. (305) 932-4200.

WEDNESDAY - DECEMBER 17

Annual paid-up membership luncheon and fashion show provided by Michael's of Hallandale will be held at 12 p.m. For

members \$12 and \$15 for in-house guests. Aventura Turnberry Jewish Center, 20400 N.E. 30th Ave., Aventura. (305) 935-0668.

Holiday Marketplace will be held from 9 a.m. to 7 p.m. Items include jewelry, clothing, toys, collectibles and more. Alper Jewish Community Center, 11155 S.W. 112 Ave., Miami. (305) 271-9000.

An evening of learning hosted by The Ladies Group of Aventura Chabad Lubavitch will be held at 7:30 p.m. Program includes method of self-healing, Hassidic philosophy and Kabbalah. For women only and donations accepted. Chabad, 21001 Biscayne Blvd., Aventura. (305) 933-0770.

Support Group hosted by The Miami Group of Self Help for Hard of Hearing People will be held at 7 p.m. Gables One Tower, Suite 780, S. Dade Highway, Miami. (305) 595-1530.

Fit and Fabulous exercise classes presented by the Columbia Miami Heart Institute, will be held every Wednesday from 9:30 a.m. to 10:30 a.m. Senior Health Center, 210 71st St.,