



## **Village of Biscayne Park Commission Agenda Report**

**Village Commission Meeting Date:** April 7, 2015

**Subject:** Resolution 2015-20  
Professional Service Agreement with  
Golden Gates Tutoring and Athletics

**Prepared By:** Shelecia Bartley, Parks & Recreation  
Manager

**Sponsored By:** Staff

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### **Background**

Julian and Afiya Gates of Golden Gates Tutoring and Athletics have been the contracted provider of after school care and summer camp programming for the Village of Biscayne Park for the past few years. Mr. and Mrs. Gates have received their education from Barry University and have experience and education in teaching at the Cushman School.

The after school care program operates Monday through Friday from 1:50 PM to 6:00 PM. The summer camp program operates Monday through Friday 8:00 AM to 6:00 PM. During the summer the camp goes on field trips at least once a week. The cost to attend after school care is \$50 per week for residents of Biscayne Park and \$60 per week for Non-Residents. There is also a daily rate of \$15. The cost to attend the summer camp is \$130 per week for residents and \$150 for Non-residents.

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All of the staff that are hired by Golden Gates have passed their drug and fingerprint/background checks and are able to provide instruction. Additionally, staff providing transportation for the students have provided their driver licenses to the Village.

### **Fiscal / Budget Impact**

The after school care program and summer camp program provides revenue to the Village.

### **Recommendation**

Approval of Resolution 2015-20

### **Attachments**

- Resolution 2015-20
- Professional Service Agreement - Golden Gates Tutoring & Athletics LLC



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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 GOLDEN GATES AFTER CARE & ATHLETICS LLC  
FOR THE PROVISION OF  
AN AFTER SCHOOL AND SUMMER CAMP PROGRAM**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 between the Village of Biscayne Park, a Florida municipal corporation, (VILLAGE), and GOLDEN GATES AFTER CARE & ATHLETICS LLC (PROVIDER).

**WHEREAS**, the VILLAGE desires to retain the professional services of PROVIDER to provide an After School Care and Summer Camp Program at the Ed Burke Recreation Center; and

**WHEREAS**, the PROVIDER desires to provide an After School Care and Summer Camp Program at the Ed Burke Recreation Center; now, therefore

IN CONSIDERATION of the mutual promises set forth below, the PROVIDER and the VILLAGE agree as follows:

**ARTICLE I  
SCOPE OF SERVICES**

The PROVIDER agrees to:

- 1.1 Provide an After School Care and Summer Camp Program at the Ed Burke Recreation Center between the hours of \_\_\_\_\_ and \_\_\_\_\_, Monday through Friday, from \_\_\_\_\_ to \_\_\_\_\_ (hereinafter the "Program").
- 1.2 Commence all Program sessions at their scheduled times.
- 1.3 Conduct the programs in a professional, careful and responsible manner with due regard for the safety of the participants and others, during normal operating hours.
- 1.4 Be solely responsible, for securing the services of and compensating, at PROVIDER's sole expense, all PROVIDERs, counselors, and other personnel costs associated or 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 from all participants.
- 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 PROVIDER pursuant to this Agreement.
- 1.12 Actively supervise the operation of each Program session.
- 1.13 Be responsible for enforcing compliance with the approved rules for all Program sessions. The VILLAGE reserves the right to enact other rules, if necessary, at its sole discretion.
- 1.14 Require that all counselors, employees and/or PROVIDERs undergo Level 2 background screening prior to supervising children, and to pay for and furnish all reports to the VILLAGE.
- 1.15 The VILLAGE reserves the right to suspend, bar, or expel any employee, counselor, or PROVIDER for any reason, at its sole discretion, without recourse from the PROVIDER.
- 1.16 At least ten (10) days prior to the beginning of the Program, PROVIDER must provide a written list of all employees/counselors. Prior to any additional employees/counselors working at the Program on the premises, written notice shall be provided to the Village Manager or her designee.

The VILLAGE agrees to:

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

**ARTICLE 2**  
**VAN USAGE AND INSURANCE FOR VAN**

- 2.1 The VILLAGE agrees to allow PROVIDER the use of a VILLAGE-owned van (hereinafter “van”) for the sole purpose of transporting Program participants. PROVIDER shall be allowed to use the van to pick up Program participants from local schools and transport them to the Program location and/or field trip locations.
- 2.2 PROVIDER shall submit copies of the driver’s licenses of all employees and/or subcontractors who will be utilizing the van to the Chief of Police, or his designee, prior to any usage. PROVIDER agrees that VILLAGE may, in its sole discretion, deny usage of the van by any employee and/or subcontractor.
- 2.3 PROVIDOR agrees to pay for fuel used to transport program participants.
- 2.4 PROVIDOR agrees to pay the current Internal Revenue Service mileage rate of \$0.5750 per mile (as amended from time to time) in order to defray the costs of operating the van used to transport program participants.
- 2.5 The VILLAGE agrees to allow PROVIDER to advertise its company services through advertising on the van.
- 2.6 PROVIDER agrees that the van shall be kept clean and in good condition, excepting normal wear and tear, and that the van shall be thoroughly cleaned one time per month.
- 2.7 The VILLAGE is a qualified, self-insurer pursuant to Section 768.28, Florida Statutes and that the Florida Municipal Insurance Trust shall cover the VILLAGE for automobile liability and automobile physical damage coverage. PROVIDER agrees to obtain a “drive other car policy”, at its own expense, to cover personal exposure.

**ARTICLE 3**  
**FEES AND COMPENSATION**

- 3.1 The PROVIDER shall be compensated from fees collected from participants. The parties agree that VILLAGE shall retain twenty percent (20%) of all registration fees and the PROVIDER shall retain eighty percent (80%) of all registration fees.
- 3.2 All items sold by PROVIDER shall be approved by the VILLAGE Manager prior to offering any item for sale.
- 3.3 PROVIDER 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 4**  
**TERMS AND TERMINATION OF AGREEMENT**

- 4.1 This Agreement shall take effect as of the date of execution and shall be in effect for a period of three (3) years from the effective date (Term), unless otherwise terminated earlier as provided herein. At the end of the Term, the Parties may mutually agree to renew the Agreement for one (1) additional three (3) year term provided the renewal is in writing and signed by both parties.
- 4.2 This Agreement may be terminated upon thirty (30) days written notice from the VILLAGE at VILLAGE's sole discretion. PROVIDER may terminate this Agreement, at its sole discretion, by giving thirty (30) days written notice to the VILLAGE.
- 4.3 The VILLAGE may unilaterally immediately terminate this Agreement and the license granted by this Agreement if VILLAGE determines, in its sole discretion, that PROVIDER is not conducting his operations in complete accord with this Agreement, or in the best interests of the VILLAGE.

**ARTICLE 5**  
**INDEPENDENT CONTRACTOR**

- 5.1 The parties agree and affirm that PROVIDER 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 PROVIDER, the relationship being solely on of licensor and licensee.
- 5.2 PROVIDER has control over the means and methods by which it performs the services. PROVIDER, 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, PROVIDER, its employees and agents shall not be deemed entitled to the VILLAGE's worker's compensation, insurance benefits or similar laws.

**ARTICLE 6**  
**INDEMNIFICATION CLAUSE**

PROVIDER 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 PROVIDER, 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 7** **INSURANCE**

- 7.1 PROVIDER 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 PROVIDER'S insurance coverage shall be considered the primary carrier.
- 7.2 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.
- 7.3 The VILLAGE shall be named, as an additional insured on all insurance policies the PROVIDER is required to provide.

## **ARTICLE 8** **MISCELLANEOUS**

- 8.1 PROVIDER 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. PROVIDER shall take proper safety and health precautions, including the employment of needed assistance, to protect participants, the VILLAGE, the public and property of others. PROVIDER shall be responsible for all services performed until completion of this Agreement.
- 8.2 The PROVIDER 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 After School Care or Summer Camp programs. 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 PROVIDER.
- 8.3 PROVIDER shall meet with the Village Manager or her designee as requested.

- 8.4 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.
- 8.5 This Agreement is non-transferable or assignable, and PROVIDER agrees not to transfer or assign the performance of services called for in the Agreement.
- 8.6 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

Golden Gates After Care & Athletics LLC

\_\_\_\_\_

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 Golden Gates After Care & Athletics LLC, a Florida corporation, for the use and purposes mentioned in it and that the instrument is the act and deed of the corporation.

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