

# RECREATION PROGRAM SERVICES

**2021-22YMC**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Luis Collazo  
Councilmember Carlos Alvarez  
Councilmember Joshua Dieguez  
Councilmember Tony Fernandez  
Councilmember Jeffrey Rodriguez  
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

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**THIS AGREEMENT** ("Agreement") is entered into this 28<sup>th</sup> day of **April**, 2021 by and between the Town of Miami Lakes, a Florida municipal corporation ("Town") and **YMCA of South Florida** ("Contractor"), a non-profit organization, located at 790 NW 107<sup>th</sup> Avenue, Suite 208, Miami FL, 33172.

**WHEREAS**, the issued a solicitation ITN 2021-22 for the provision of Recreation Program Services ("Programs") and the Contractor tendered response ("Response"), in response thereto, and was selected as one of the most qualified for the provision of said Services. The ITN and the Response are expressly incorporated into and made a part of this Agreement as if set forth in full; and

**WHEREAS**, through action of the Town Council, as applicable, have selected the Contractor in accordance Town's Procurement Ordinance, to provide the Programs as described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto do hereby agree as follows:

## **SECTION 1. GENERAL TERMS & CONDITIONS**

### **1.01 DEFINITIONS**

1. **Agreement** means this Agreement, as may be amended from time to time, this document, the Request for Proposal, and the Response submitted by the Contractor, all change orders, directive, payments, and other such documents issued under or relating to this Agreement.
2. **Change Order** means a written document ordering a change in the Agreement price or Agreement time or a material change in the Work.
3. **Contractor** means the person, firm, entity, or corporation with whom the Town has contracted and who will be responsible for the Services and performance under this Agreement.
4. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Agreement Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Agreement Documents affected by such breach, or to otherwise make good and eliminate such breach.
5. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Agreement after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
6. **Days** mean calendar days.
7. **Facility or Facilities** mean(s) the areas of the Town's Parks, including open space areas, structures, or other amenities of the Parks where the Services Programs will be provided.
8. **Program Manager** means the individual appointed by the Town Manager to manage the Agreement,
9. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
10. **Town Commission** means the legislative body of the Town of Miami Lakes.
11. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.
12. **Work or Services** mean all necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Agreement to provide the Programs.

## 1.02 TERM

This Agreement will be effective upon execution by both parties and will continue for a term of three (3) year from the date of execution by the Town. The Town has the right, at its sole option, to renew the Agreement for two (2) additional one (1) year periods, or any portion thereof. In the event the Town exercises such right, all terms and conditions, and requirements of the Agreement, including all costs, will remain the same as specified in the Agreement and apply during the renewal period(s). No Work is to commence until a written authorization is issued by the Program Manager.

## 1.03 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

### For Town:

Mr. Edward Pidermann  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[pidermanne@miamilakes-fl.gov](mailto:pidermanne@miamilakes-fl.gov)

Lorenzo Cobiella  
Depute Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[cobiellal@miamilakes-fl.gov](mailto:cobiellal@miamilakes-fl.gov)

### For Contractor:

William Nunez  
Executive Director, Youth Development-Miami  
YMCA of South Florida  
790 NW 107<sup>th</sup> Ave, Suite 208  
Miami, FL 33172  
[bnunez@ymcasouthflorida.org](mailto:bnunez@ymcasouthflorida.org)

During the performance of the Program, the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

## 1.04 INDEMNITY & INSURANCE

### 1.04-1 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise

provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving, or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

#### 1.04-2 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, the insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents, and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive

endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(i) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(ii) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(iii) CGL Required Endorsements:

- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation
- Premises and/or Operations
- Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- Loading and Unloading
- Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed, or rented by Contractor or employees of the Contractor.

d. *Certificate of Insurance*

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. *Additional Insured*

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

### **1.05 RULES AND REGULATIONS**

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state, and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules, and regulations will apply.

### **1.06 RULES AND REGULATIONS**

The Contractor will comply with all laws and regulations applicable to provision of the Programs specified in the Agreement. The Contractor must be familiar with and comply with all federal, state, and local laws that affect the Services, including, but not limited to, those applicable to the Department of Children and Families' (DCF), Department of Health (DOH) and OSHA. The Contractor must comply with all of the Town's park rules and regulations.

### **1.07 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC**

The Contractor must protect public and private property from damage or loss arising in connection with the providing the Programs and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

The Contractor is completely responsible for, and must replace and make good all loss, injury, or damage to any property (including landscaping, park amenities, or structure(s) of the Town or private property, and of any land adjoining the locations where Programs are being provided, which may be caused by Contractor.

### **1.08 LABOR MATERIALS, EQUIPMENT, AND SUPPLIES**

Contractor must provide and provide for all labor, materials equipment, supplies, consumables, transportation, snacks, and other incidental items necessary to provide the Programs.

### **1.09 AUTHORITY OF TOWN'S PROGRAM MANAGER**

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to the providing of the Programs in accordance with the Agreement. The Program Manager has the authority to act on behalf of the Town to the extent provided by the Agreement, unless otherwise modified in writing by the Town.

All interpretations and recommendations of the Program Manager will be consistent with the intent of the Agreement Documents. All interpretations of the Agreement Documents will be issued by the Town's Procurement Manager, which will be binding upon the Contractor.

### **1.10 SUBCONTRACTORS**

The Contractor has been authorized to utilize the Subcontractors identified in the Agreement. The use of any other Subcontractors or the replacement of any approved Subcontractors requires the prior written approval of the Program Manager.

### **1.11 TAXES**

Contractor must pay all applicable sales, consumer, use, and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

### **1.12 CHANGE ORDERS**

The Town reserves the right to order changes which may result in additions to or reductions in the Agreement and which are within the general scope of the Agreement and all such changes will be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town and the Agreement.



Any changes to the Agreement must be contained in a written document, executed by both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

### **1.13 FORCE MAJEURE**

The Town and Contractor will be excused from the performance of their respective obligations under the Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, , act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of equipment, or service from a public utility needed for their performance, provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance will not be excused under this Article for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term.

The following circumstances shall not constitute Force Majeure:

- a. Economic hardship.
- b. Inclement weather except as permitted by Florida law

### **1.14 REMOVAL OF UNSATISFACTORY PERSONNEL**

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Agreement. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

### **1.15 MAINTENANCE, CLEANING UP, TOWN'S RIGHT TO CLEAN UP**

The Town will provide routine janitorial maintenance for the Facilities. The Contractor is responsible for cleaning-up any materials, supplies, debris, or other similar items resulting from the Programs. Should the Contractor fail to perform such clean-up the Town has the right to perform the clean-up work and deduct the cost from any sums due the Contractor.

### **1.16 STORAGE SPACE**

Storage space at the site where the Programs are to be provided is limited. Contractor may need to arrange alternate space for its equipment, materials, and supplies. The space to be provided to the Contractor will be determined by the Town's Program Manager.

### **1.17 UTILITY SERVICE**

The Town will provide the existing utility service to the Facilities for use in providing the Programs.

### **1.18 CLAIMS**

Any claim must be made by written notice by Contractor to the Town's Procurement Manager within five (5) business days of the commencement of the event giving rise to the claim and stating the general nature

and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Town's Procurement Manager allows additional time for submission. The written notice must be accompanied by Contractor's written notarized statement that any adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Agreement. It is expressly and specifically agreed that any and all claims for changes to the Agreement will be waived if not submitted in strict accordance with the requirements of this Article.

The Agreement time will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not limited to, Force Majeure, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

Contractor will not be entitled to any compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses, or damages from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or unforeseeable, or avoidable or unavoidable.

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

### **1.19 DISPUTES AND MEDIATION**

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Town's Program Manager.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3, Notices, of the claim or dispute

The Contractor must submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3, Notices. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor is not entitled to seek judicial relief unless:

- i. it has first received Town Manager's written decision, approved by the Town Council if applicable; or
- ii. a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Council for approval; or
- iii. Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days

of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any adjustment(s) claimed is the entire adjustment(s) to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Program(s) or expiration of the Agreement, the parties will participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

### **1.20 CONTINUING THE PROGRAM(S)**

Contractor must continue to provide the Programs during all disputes or disagreements with Town. Programs will not be delayed or postponed pending resolution of any disputes or disagreements.

### **1.21 STOP WORK ORDER**

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Programs due to any conflict or potential conflict with other Town events or operational requirements, storm related events or other similar circumstances. The Town, where possible will make every effort to provide at minimum of forty-eight (48) hours advance notice or move the Program, if possible, to an alternative site.

### **1.22 FRAUD AND MISREPRESENTATION**

The Town may terminate this Agreement with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, conflicts of interest, or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

### **1.23 SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Agreement or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

### **1.24 CONTRACTOR DEFAULT**

An event of default means a breach of the Agreement by the Contractor. Where an Event of Default (“Default”) occur under the Agreement, the Town may, at its sole discretion, notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town or the Agreement with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town’s rights hereunder.

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Agreement. Contractor understands and agrees that termination of this Agreement under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

Where the Town erroneously terminates the Agreement for default, the termination will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

### **1.25 TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor. Such Written Notice will state the date upon which Contractor shall cease all Work under the Agreement.

In the event that the Town exercises its right to terminate the Agreement pursuant to the Agreement Documents, the Town will pay the Contractor for the Services provided under the Agreement until the date of Termination. In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Agreement and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

### **1.26 TOWN MAY AVAIL ITSELF OF ALL REMEDIES**

The Town may avail itself of each and every remedy stated in the Agreement or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

### **1.27 COMPLIANCE WITH APPLICABLE LAWS**

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

### **1.28 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

Contractor must not unlawfully discriminate against any person, must provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Agreement. Contractor must comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

### **1.29 INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

### **1.30 THIRD PARTY BENEFICIARIES**

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a claim against either of them based upon this Agreement.

### **1.31 ASSIGNMENT OR SALE OF AGREEMENT**

The performance of this Agreement will not be transferred pledged, sold, merged, delegated, or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of ownership, the majority of the stock, or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Agreement.

Any such actions identified above taken without the prior written consent of the Town approval will be cause for the Town to terminate this Agreement for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent, or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

### **1.32 MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Agreement is substantial and important to the formation of the Agreement and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Agreement will not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of the Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Agreement.

### **1.33 DEFENSE OF CLAIMS**

Should any claim be made, or any legal action brought in any way relating to the Work under the Agreement, the Contractor must diligently render to the Town any and all assistance which the Town may require of the Contractor.

### **1.34 FUNDS AVAILABILITY**

Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

### **1.35 ACCESS TO AND REVIEW OF RECORDS**

Town has the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Agreement. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town has the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all records associated with this Agreement for a period of five (5) years from the date of termination.

### **1.36 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Agreement by reason of any act or omission or requirement of the Town or its agents, unless such action must be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if the Agreement is terminated under the provisions of the Agreement unless such action is commenced within six (6) months after the date of such termination by the Town.

### **1.37 AGREEMENT EXTENSION**

The Town reserves the right to exercise its option to extend the Agreement for up to ninety (90) calendar days beyond the original Agreement period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

### **1.38 APPLICABLE LAW AND VENUE OF LITIGATION**

This Agreement is enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue shall be Miami-Dade County, Florida.

### **1.39 NON-EXCLUSIVE AGREEMENT**

It is the intent of the Town to enter into an Agreement with A successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and Services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

#### **1.40 SEVERABILITY**

In the event any provision of the Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Agreement, and the remainder of the Agreement will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety. An election to terminate the Agreement based upon this provision must be made within seven (7) calendar days after the finding by the court becomes final.

#### **1.41 AGREEMENT DOCUMENTS CONTAINS ALL TERMS**

The Agreement and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Agreement will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

#### **1.42 ENTIRE AGREEMENT**

The Agreement, as they may be amended from time to time, represent the entire and integrated Agreement between the Town and the Contractor and supersede all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed in accordance with the requirements of this Agreement. Waiver by either party of a breach of any provision of the Agreement will not be deemed to be a waiver of any other breach of any provision of the Agreement.

**END OF SECTION**

## SECTION 2. SPECIAL TERMS AND CONDITIONS

### 2.01 PROGRAM

The Programs to be provided by the Contractor must be consistent with those stated in the Contractor's Response to the ITN, identified as Attachment A to this Agreement. Any changes to the Programs will be made as required under Section 2.06.

### 2.02 GUIDELINES

Contractor must follow Florida staff to child ratios for school age children and local, state, and national quality standards. Employees and volunteers must be able to successfully pass a Level 2 background screening in accordance with the criteria within the Town's background check policy AO #07-01 and applicable federal, state, and local laws. Contractor shall comply with any existing or future drug policies, provide reasonable accommodations in accordance with the Americans with Disabilities Act (ADA), adhere to Florida Department of Children and Family State Statutes, and any laws and regulations issued by Local, County, State or Federal agencies.

### 2.03 HEALTH AND SAFETY

Contractor must enforce health and safety standards that are consistent with Miami-Dade County licensing and all other applicable regulations. Contractor shall ensure that staff members receive ongoing training in areas of basic first aid and cardiopulmonary resuscitation (CPR) and shall provide proof of training and certification of each instructor, staff, and volunteer prior to the start of the Program(s).

Activities and programs must be in adherence with all local, state, and federal COVID-19 guidelines and regulations.

### 2.04 COMPENSATION

Contractor shall pay to the Town **twenty percent (20%)** of the monthly registration fees collected for use of the facility.

### 2.05 INVOICING

Contractor shall provide the Town with an invoice once per for the Work performed in the prior month. At a minimum, the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Agreement number
- Date of invoice
- Invoice number (Invoice numbers cannot be repeated)
- Name and Type of Program,
- List of participants.
- Timeframe covered by the invoice
- Total Value of invoice
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is

a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor will use the invoice form provided by the Town.

## **2.06 DELETION OR MODIFICATION OF SERVICES**

The Town may during the term of the Agreement make modifications to the Services being provided. If the Contractor and the Town agree on modifications or revisions to any Services such changes must be made through the execution of a change order executed by both parties.

## **2.07 USE OF PROPERTY**

Town grants to the Contractor non-exclusive access for the limited use of the Facilities in “as-is” condition for providing the Programs. Use of the Facilities for any other activity(ies) is subject to the prior written approval of the Program Manager. Such approval will be at the sole discretion of the Program Manager.

## **2.08 PROGRAM CONFLICTS**

Program Manager, in his sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, Program events or Services, for unforeseen circumstances or emergencies including, but not limited to, maintenance of the Property, or for any reason that is in the best interest of the Town.

## **2.09 MAINTENANCE OF THE FACILITIES**

The Town will provide routine maintenance, utilities, and solid waste for the Facilities. Maintenance above and beyond what is normally provided for use of the Facilities will be provided by the Contractor, subject to the prior written approval of the Program Manager.

## **2.10 MANAGEMENT OF STAFF AND PROGRAM PARTICIPANTS**

Contractor agrees to monitor and control all Program participants, including, but not limited to Contractor’s staff, instructors, volunteers, guests, and invitees while at the Facilities and during any activities organized by the Contractor at the Facilities.

Contractor must comply, at its own cost, with Section 409.175, Florida Statutes, and the Town’s Administrative Order 07-01, requiring the Contractor to conduct background investigations for all instructors, employees, or volunteers prior to the Licensees use of the Property under this Agreement.

These investigations must meet the requirements for the Level 2 background and screening requirements as set forth in Section 435.04, Florida Statutes.

Contractor must not allow any instructor, employee, or volunteer who does not meet the above stated requirements to provide any Service under this Agreement.

An affidavit indicating all staff and volunteers associated with the operation of Programs, classes and/or activities under a Program(s) for the Contractor have passed a Level 2 background check must be received no later than fourteen (14) days prior to the start of the particular program, class, and/or activities. A new Affidavit is required on an annual basis.

Contractor’s Program(s) must include safety guidelines as well as guidelines and standards for the conduct of Contractor staff and volunteers in interfacing with the general public and Town officials in a courteous and professional manner. Contractor must at all times have a competent supervisor on site who is responsible for management and supervision, of the Program(s). Such guidelines and standards may be subject to the review and approval of the Town.

Contractor shall ensure that all volunteers and staff obtain IDs issued by the Town prior to start of program and have their ID’s visible at all times while on the Property.

## **2.11 ALTERATION AND IMPROVEMENTS TO THE FACILITIES**

Contractor must not make any permanent or temporary alterations, improvements, or additions to the Facilities, including, but not limited to, Park areas, as well as signs and banners, without the prior written consent of the Program Manager. Any alteration, improvement or addition to the Facilities approved by the Program Manager must be designed, constructed with appropriate permitting, installed, and



maintained in a good, safe, and workmanlike manner, and will be provided solely at the Contractor's expense.

Unless otherwise agreed in writing by the Town, any alteration, improvement, or addition to the Facilities made by Contractor shall be removed by Contractor at the expiration date or earlier termination date of the Agreement. If the Town desires to retain any alteration, Town will notify Contractor in writing of its intent prior to the termination date of this Agreement.

#### **2.12 TOWN'S RIGHT TO OBSERVE AND INSPECT**

Town has the right, but not the obligation, at any time, to have one or more of its representatives present during the Program(s) to observe the Contractor's Program(s), use of the Facilities, and make any inspections the Town deems necessary. The purpose of such observations and inspections are to ensure the Contractor's compliance with the terms and conditions of this Agreement.

#### **2.13 MARKETING**

Contractor will promote the program on its own and in partnership with the Town. All promotional materials will be approved by the Town prior to distribution and marketing materials must have the Town's logo on materials.

#### **2.14 SIGNAGE**

Contractor will not install or place any signs on Town Property without the prior written approval of the Program Manager.

#### **2.15 LIABILITY RELEASE AND WAIVER REQUIREMENTS**

The Contractor must require all staff, volunteers, and Program participants of legal age to submit to the Contractor signed liability release and waiver forms drafted or approved by the Town, releasing the Town and the Town's officers, employees, and agents, from any and all liability in connection with such students' participation in Contractor Program(s). The Contractor must require all Contractor's staff, volunteers, and Program participants not of legal age to submit Contractor liability release and waiver forms signed by their parents or legal guardians, drafted, or approved by the Town, and releasing the Town and the Town's officers, employees, and agents, from any and all liability in connection with such individual's participation in the Contractor's Program(s). Contractor must retain all such forms on file. The Town may inspect and copy such release and waiver forms at any reasonable time.

#### **2.16 MONTHLY REPORTS**

Contractor shall provide the Program Manager with a monthly report, which reflects the number of participants per class per Program, fees collected (if applicable), number of scholarships, number of Miami Lakes' residents and other necessary information determined by the Program Manager. In addition, the monthly report will also include a summary of the quality assurance plan and evaluations taken or implemented during the reporting month. The form and format of the report will be subject to the approval of the Program Manager.

#### **2.17 TRANSPORTATION OF PROGRAM PARTICIPANTS**

Where the Contractor provides transportation for Program participants, inclusive of trips, transportation from school to the Facilities, etc., the Contractor is solely responsible for all cost associated with such transportation for Programs even if the fees are paid by the Town. All vehicles must be fully insured as required by this Agreement and such vehicles are subject to inspection by Town staff. Vehicles not acceptable to the Town for use under the Agreement must be replaced by the Contractor at no additional cost to the Town.

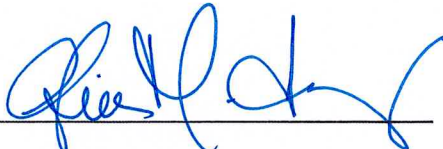
**END OF SECTION**


**SIGNATURE PAGE FOLLOWS**


IN WITNESS WHEREOF, Town and Licensee have executed this Agreement as of the dates set forth above.

Attest:

TOWN OF MIAMI LAKES


By:   
Gina Inguanzo, Town Clerk

By:   
Edward Pidermann, Town Manager

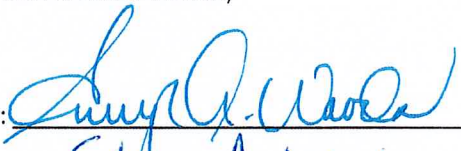
By:   
Lorenzo Diella  
Town Attorney

Signed, sealed, and witnessed in the presence of:

As to the Contractor:

By: 

(YMCA of South Florida)

By: 

Name: Sherry A. Woods

Title: CEO 4-26-21

(\*) In the event that the Contractor is a corporation, Contractor shall be attached the corporate resolution authorizing the officer who signs the Agreement to do so in its behalf.

**ATTACHMENT A. CONTRACTOR'S PROPOSAL**

# YMCA OF SOUTH FLORIDA

Invitation to Negotiate

Town of Miami Lakes

RECREATION PROGRAM SERVICES

ITN No. 2021-22



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

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**Attachments:** Tab 6

- A. See Attachment 1: Administration and Staff Qualifications.
- B. See Attachment 2: Resumes.
- C. See Attachment 3: Organizational Chart.
- D. See Attachment 4: Reference List.
- E. See Attachment 5: Sample Planners.
- F. See Attachment 6: Past/Present Reference Examples.
- G. See Attachment 7: Intake Form.



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FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

To: Office of Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

From: William Nunez  
Executive Director, Youth Development-Miami  
YMCA of South Florida  
790 NW 107th Ave.  
Suite 208  
Miami, FL 33172  
Phone: 305-357-4000 ext. 1133  
Email: [bnunez@ymcasouthflorida.org](mailto:bnunez@ymcasouthflorida.org)



FOR YOUTH DEVELOPMENT®  
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FOR SOCIAL RESPONSIBILITY

3/15/2021

Edward Pidermann, Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

Dear Mr Pidermann,


Please find enclosed the response to ITN No. 2021-22, Recreation Program Services.

The YMCA is a well-established organization with a rich history of over 100 years serving communities throughout Miami-Dade County. We have the experience and capacity to deliver a wide range of programs for youth including after school programs, summer camp and enrichment programs. The YMCA has maintained similar type relationships with Miami-Dade County Public Schools, Miami-Dade County Parks and Recreation, Arch Diocese (Private Schools) and most recently a relationship with the Village of Pinecrest and the City of Aventura that have grown tremendously in both numbers and impact over recent years.

The YMCA is committed to delivering quality programs and services to meet the developing needs of the community. We work hand-in-hand with our partners to ensure everyone regardless of age, income or background has the opportunity to learn, grow and thrive in a safe environment.

I would like to thank you in advance for your consideration of this application on behalf of the YMCA of South Florida and the many families we serve. I look forward to further discussing your vision and how the YMCA can be a part of making the Town of Miami Lakes the best town in Miami-Dade.

Sincerely,



Sheryl Woods  
Chief Executive Officer



**ITN 2021-22  
Recreation Program Services**

**Addendum #1**

**Due Date: 11:00AM, March 30, 2021**

This addendum is incorporated into and made a part of the Invitation to Negotiate ("ITN"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITN, which take precedence over the ITN documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Clarification**

This addendum is issued, in part, to provide the awarded submittals from ITN 2014-82 Park Program Services attached hereto.

**Questions**

1. Will the Town of Miami Lakes provide funding to the awardee(s) for operating proposed Recreation Programs?

**Response:** No.

2. Are awarded providers required to secure funding apart from the Town of Miami Lakes to operate proposed programs such as charging families or securing funding from other entities?

**Response:** Yes. Please refer to Section D1.02 titled Price Component of the ITN on Page 14 and Section 2.8 (Compensation) page 15 of the draft Contract.

Acknowledgement:

Sheryl A. Woods  
Name of Signatory

CEO  
Title

3-24-21  
Date

Sheryl A. Woods  
Signature

Young Men's Christian Association of South Florida, Inc.  
Name of Bidder





**ITN 2021-22**  
**Recreation Program Services**  
**Addendum #2**  
**Due Date: 11:00AM, March 30, 2021**

This addendum is incorporated into and made a part of the Invitation to Negotiate ("ITN"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITN, which take precedence over the ITN documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Clarification**

Proposers may attach a separate State of Florida Acknowledgment Notary Certificate for the forms that need to be notarized.

Acknowledgement:

Sheryl A. Woods  
Name of Signatory  
CEO  
Title  
3-29-21  
Date

Sheryl A. Woods  
Signature  
Young Men's Christian Association  
Name of Bidder  
of South Florida, Inc.

## **Town of Miami Lakes**

### **Technical Component of the ITN no. 2021-22**

#### **1. Administration and Staff Qualifications (3 page limit)**

See Attachment 1: Administration and Staff Qualifications.

See Attachment 2: Resumes.

See Attachment 3: Organizational Chart

#### **2. Program Experience**

##### **a. Relevant Partners/ Organizations**

The YMCA of South Florida is currently a partner with:

- City of Aventura
- City of Doral
- Early Learning Coalition (ELC)
- Florida Department of Child and Families
- Florida Department of Education (21<sup>st</sup> Century)
- Historic Virginia Key Beach Park and Trust
- M-DCPS (Miami Dade County Public Schools)
- Nicklaus Children's Hospital
- Ocean Reef Community Foundation
- The Advocacy Network on Disabilities
- The Children's Trust (TCT)
- The Town of Miami Lakes
- U.S. Soccer Foundation (Soccer for Success)
- United Way of Miami Dade

Through these partnerships, The YMCA of South Florida has strengthen the community by providing quality afterschool and camp programs throughout Miami-Dade County and expanding our reach to all sectors inclusive of promised communities. The support services and financial incentives we receive throughout many of these affiliations help us to provide the highest quality of programs.

##### **b. Reference Information**

See Attachment 4: Reference List

### **3. Program Design and Schedule (3 Pages)**

The Young Men's Christian Association (commonly known as the YMCA) is a worldwide organization founded over 172 years ago. The Y's mission is "To put Judeo-Christian principals into practice through programs that build healthy spirit, mind and body for all".

The Y proposes to offer inclusive winter, spring and summer camp services for children in grades K- 8 and afterschool for children in grades k – 6. Operating Monday through Friday, winter and spring programing will be based on the total days off following the MDCPS calendar from 7am-6pm. Summer programming will be conducted for eight weeks (39 days) from 7am-6pm and afterschool programming will be conducted 180 days during the school year from 1:50pm to 6pm.

Through a variety of unique, multi-disciplinary activities conducted in a fun and stimulating environment, the program provides literacy support, homework assistance (afterschool only), health and fitness, social skills development, art and cultural activities, family engagement, civic engagement, and project based learning programs offering specialized instruction in STEM.

The program utilizes evidenced-based curricula inclusive but not limited to: Project based learning (PBL) for literacy skills, ARISE for social-emotional learning, and Sports Play and Active Recreation for Kids (SPARK) for physical education.

The program promotes exploration of individual talents and interests, enhancement of educational and social skills, and the development of a true love for learning. Documentable outcomes will be measured on literacy skills, social-emotional learning skills and physical fitness. The program involves the provision of safe and structured programming for children who would otherwise be going home to an empty or improperly supervised household. YMCA programming, emphasize development and support of the "whole child" – educationally, socially, physically, and emotionally.

Participants will be assigned a group by age with a counselor. Generally, participants are separated into the following age groups:

- 5-6 years
- 7-8 years
- 9-10 years
- 11-14 years

Group size may vary depending on number of participants but will be no more than allowed per Florida Statues 402.305 (4). Each group will have a separate daily activity schedule to follow. Age and maturity level are considered when creating the schedules to ensure the children remain safe at all times. Although all participants may be in the same facility during certain times of the day (i.e. opening ceremonies, snack/lunch), they will remain separated by age. Scheduled activities will be age appropriate.

Twice a year (during afterschool programming) the YMCA will conduct two forms of testing with the students participating to provide evidence to the Town that the program content is educational and fun for the participants. ORF testing (literacy) will be used by site level staff to pretest and posttest students as they are involved with the program. The participants will also be pre/post tested for physical fitness using the PACER (beep test) to gauge their increased fitness level through the program. These tests will be administered through the school year programs and accessed during the summer months. Quarterly we can provide updates regarding the progress of the students involved in our programs.

The YMCA has used the system software called SCHOOLCARE WORKS to obtain registrations and maintain a current waitlist of families interested in enrolling. Families can register and start in a program (as long as slots are available) 12 hours prior to the start of service. The YMCA does not make it a practice to suspend or remove children from our programs. However, the YMCA reserves the right to do so if the behavior is not conducive to the safety and well-being of other children enrolled in the program, our employees or volunteers, or your child's own personal safety. The YMCA also reserves the right to terminate services for inappropriate behavior by parents or guardians.

See Attachment 5: Sample Planners

See Attachment 6: Past/Present Reference Examples

### **3. (a) COVID-19 Program Adjustments**

- Ensure all students have been screened for Covid-19 related symptoms and their temperature has been taken prior to entering the program.
- Ensure sign in and sign out follows the guidance of the partner site. Single entry point, limit parent traffic and no visitors past sign out point.
- All staff and students must wear a mask in all common areas at all times, have their temperature checked and practice social distancing.
- Staff and students must wash their hands on a regular basis.
- Frequent cleaning and disinfecting of commonly used areas.
- Ensure all staff and students are practicing social distancing during program.
- Site Directors will report all suspected or confirmed cases of Covid-19 to the Program Director upon receiving the information. The suspected staff/student will be moved to the isolation room (provided by school administration). Once the area has been secured the Site Director will ensure all areas where the suspected/confirmed case was is disinfected and cleaned.

**4. Inclusivity Narrative (2 pages)**

- a. The YMCA has an agreement of collaboration with the Advocacy Network on Disabilities. Advocacy Network on Disabilities team (TAND) will provide staff support, resources and training for working with children with special needs. The YMCA has a trainer on staff that offers courses including Discovering Inclusion and An Administrator's Introduction to Inclusion Requirements. Course descriptions are as follows:
- Discovering Inclusion is an introductory workshop appropriate for all children's services providers (including direct care staff, site supervisors, and administrators). Participants learn to distinguish between and among broad categories of disabilities, identify the benefits of inclusion, use "People First" language and practice respectful etiquette.
  - An Administrator's Introduction to Inclusion Requirements is designed specifically for agency directors and other staff responsible for developing and implementing organizational policies and procedures. This training focuses on an agency's legal requirements under the Americans with Disabilities Act, developing policies and procedures insuring compliance and promoting inclusion, introducing the Individuals with Disabilities Education Act, (IDEA), learning how the Individual Education Plan can be used as a tool for out of school programming, and conducting an environmental scan for accessibility.

Additional course offerings available to staff include Encouraging Appropriate Behaviors, Let's Play Together: Practical Solutions for Adapting Recreational Activities, Learning Together: Strategies that Work for All Children, and **Introduction to Working with Children with Autism Spectrum Disorders (ASD)**.

**The YMCA has experience working with children with special needs in the after school and summer camp programs. The YMCA utilizes an intake survey during the initial program registration in order to match the child with the appropriate inclusion program. At times, parents may also provide the YMCA with a copy of an Individualized Educational Program (IEP) which may also be used to assess the child's needs. All of our programs are in natural settings in a least restrictive environment. Program staff actively participate to ensure needs are met and reasonable accommodations are made that do not impose an undue burden.**

- b. YMCA programs are inclusive of individuals with special needs. The YMCA works with individual family members, caretakers and professional organizations to determine reasonable accommodations on a case-by-case basis. An intake interview is provided to determine specific needs of an individual. If a need is determined, YMCA will attempt to match a staff member with appropriate training and experience working with children with special needs to the individual or group of children. **If it is determined that the YMCA cannot meet reasonable accommodations, then the child will be referred to (TAND) for additional support.** YMCA staff may be provided with additional training in specific areas as needed.

**See Attachment 7: Intake Form.**

The YMCA has used the system software called SCHOOLCARE WORKS to obtain registrations and maintain a current waitlist of families interested in enrolling. Families can register and start in a program (as long as slots are available) 12 hours prior to the start of service. The YMCA does not make it a practice to suspend or remove children from our programs. However, the YMCA reserves the right to do so if the behavior is not conducive to the safety and well-being of other children enrolled in the program, our employees or volunteers, or your child's own personal safety. The YMCA also reserves the right to terminate services for inappropriate behavior by parents or guardians.

**18. Scholarship and Funding Sources**

**a. Describe your ability to provide scholarship opportunities, if any, to participants to the programs based on financial need or other requirements.**

The YMCA hosts a annual campaign geared towards raising awareness as well as raising crucial dollars each year to support our ability to offer financial aid for those in need. Participants may receive financial aid if a request form is submitted along with documentation reflecting their need. The fee for each child in need is determined on a sliding fee scale based on household income and family size. Some youth may receive 10%, 20%, 40%, 60%, or more off of the weekly and monthly fees. It is the YMCA's policy to not turn any child away due to the inability to pay as long as funds are available.

**b. Describe ability and approach to researching and seeking funding opportunities if and when they become available that can benefit the programs.**

The YMCA has been a leader in the childcare services for over 35 years and our team of grant professionals are always looking to pair up potential grant opportunities with the youth development services based on current offerings as well as for new innovative ideas. As you may know we are a large recipient of the Children's Trust funding and grants such as this one run on a 3 to 5 year cycle and we look at all of our potential partners as viable sites when reviewing the needs assessments of grants.

**17. Marketing**

**a. Provider will promote the programs and potentially add programs to other facilities.**

The YMCA will jointly promote the programs offered through the Town managed by the YMCA staff and administration. We understand that all promotional materials would need to be reviewed and created through the Town prior to distribution.

The YMCA is a true partner with the entries we begin to work with and as we look to enter into a potential partnership with the Town we would look at all areas of growth as new opportunities. The Y has a foundation in many of the traditional sports we all play today and once work began with the Town designee the Y and the Town could identify current programs as well as new ventures that would benefit the community of Miami Lakes.

Our current youth development division employs over 300 part time employees with varies backgrounds in the arts, education and sports. These such talents would allow us to create new programs and provide additional local trainings for individuals to off the best program available to the community of Miami Lakes.

**b. Provide your marketing plan. (1/2 page limit)**

Marketing techniques include regular calls and email communications to previous and existing participants, banners at program locations, website information, social media (Facebook & Twitter), distribution of flyers/brochures, and direct mailers. The marketing plan and timeline are as follows:

<b>Marketing Technique</b>	<b>Timeline</b>
Flyer/Brochure Distribution/Posters: All afterschool and community center locations (cross marketing)	4-8 wks. prior for most programs (summer camp distribution begins in March)
Banners hung at program locations in heavy traffic/visible area (includes contact # & website)	4-8 wks. prior for most programs (Summer camp distribution begins in March)
Website content	Info posted up to 6 months in advance
Email Blast	Ongoing; sent every 4 wks.
Direct Mail: 1-3 mile radius/ households with age targets (i.e. children 5-15 yrs.)	4-8 wks. prior for most programs (summer camp distribution begins in March)
Facebook & Twitter Campaign	Ongoing; sent every 4 wks.
Contact previous participants	4-8 wks. prior for most programs (summer camp distribution begins in March)
Community Events (table/booth)	Ongoing

**c. Propose how you plan to market to residents and encourage residents to participate. (1 paragraph limit)**

In addition to the marketing plan presented above the YMCA will continue to maintain a presence in the community. Residents will be encouraged to participate through specific brand messaging that promotes family health and wellbeing. The Y will cross market programs during Town events and programs throughout the year. The YMCA will provide the Town with a newsletter highlighting upcoming events, programs, participant stories, etc...



# **Forms and Affidavits**



### A. Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable, in such instances insert "N/A".

#### A. Company Profile

YMCA of South Florida

1. Name of Company: \_\_\_\_\_  
 a. Registered D/B/A Name (if applicable): \_\_\_\_\_
2. Years has your company been in business under its current name and ownership? 02/20/1964  
 a. Professional Licenses/Certifications (include name and number)\* Non-Profit/Cert #85-80112620906C-3 Issuance Date 07/31/12  
 \_\_\_\_\_  
 \_\_\_\_\_
3. Type of Company: (Circle one): Individual Partnership Corporations LLC Non-~~P~~rofit  
 If other, please describe the type of company: \_\_\_\_\_  
 a. FEIN/EIN Number: 59-0624464  
 b. Date registered to conduct business in the State of Florida: 02/20/1964  
 i. Date filed: \_\_\_\_\_ Document Number: \_\_\_\_\_
4. Name and Licenses of any prior companies  

Name of Company	License No.	Issuance Date
5. Name of affiliated companies (where individuals are owners or board members of multiple companies)  
N/A  
 \_\_\_\_\_  
 \_\_\_\_\_
6. Company Ownership or Board of Directors  
 a. identify all owners/board members of the company  
Jay Anderson, Chair , Tom McMahon, Caridad Errazquin, Jennifer McCafferty  
Alivin Lodish  
 \_\_\_\_\_  
 \_\_\_\_\_



7. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

See Attached

8. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity.  Yes  No If yes, provide details on a separate sheet.
9. Key Staff or Principals of the company (have) \_\_\_\_\_ (have not)  been convicted by a Federal, State, County or Municipal Court of or have any pending violations of law, other than traffic violations. To include stockholders over ten percent (10%). Explain any convictions or pending action on a separate sheet.
10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?  Yes  No (If yes, provide an attachment that provides an explanation of the project and an explanation.
11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?  
 Yes  No If yes, provide details on a separate sheet.
12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes  No If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

#### B. Company Operations & Procedures

1. Does your company have written plans, policies & procedures in place for the following:
- Care of children with special needs, which include providing reasonable accommodations in accordance with the American Disabilities Act (ADA). Yes  No
  - Child behavior management. Yes  No
  - Recruitment, training, selection, screening, management, and retention of staff. Yes  No
  - Enforcement of health and safety standards established by federal, state, and local regulations. Yes  No
  - Emergency plan for severe weather conditions, missing children, sick children, and other unplanned emergencies for participants and staff Yes  No
  - Managing enrollment and waiting lists. Yes  No
  - Staffing ratios following Florida and national standards and managing age/grade categories and interaction of age groups. Yes  No



- 7. Marketing plan Yes  No
- 8. Transportation safety, supervision, and staffing Yes  No
- 9. Able to provide transportation of participant on field trips with adequate staffing  
While transporting participants to and from community center. Yes  No
- 10. Provides a nutritious daily snack and/or lunch to participants that meet USDA  
guidelines for summer food service programs. Yes  No

**C. Current and Prior Experience**

a. Current Experience

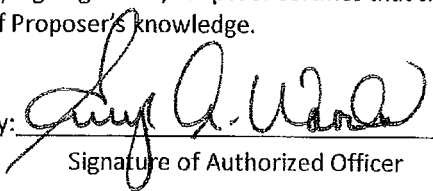
Provide an attachment to this questionnaire that lists all current projects or contracts, recently awarded, or pending award, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

b. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By:   
Signature of Authorized Officer

3-15-21  
Date

Sheryl Woods, CEO  
Printed Name

### **A. Company/Agency Information**

7. The YMCA is involved in several lawsuits arising out of the ordinary course of business all of which are well within the limits of the YMCA's insurance policy. As of December 31, 2017 there were no lawsuits requiring additional accrual of a liability nor disclosure in the body of the financial statements nor in the footnotes of the financial statements. Additionally the YMCA had no claim or lawsuits filed nor threatened from any federal, state or local governmental agencies nor any other contracting bodies doing business with YMCA. The YMCA is not facing any formal challenges for programs and administrative practices.

As of December 13, 2018, the YMCA is not aware of any litigation arising since December 31, 2017 that would impact or change the 2018 financial.

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of YMCA of South Florida, a corporation organized and existing under the laws of the State of Florida, held on the 25 day of March, 2015, a resolution was duly passed and adopted authorizing (Name) Sheryl Woods as (Title) CEO of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 29 day of March, 2021.

Secretary: [Signature]

Print: Monika A. Russell

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**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

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**ADDENDUM ACKNOWLEDGEMENT FORM**

Solicitation No.: ITN <sup>NO.</sup> 2021-22

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. <u>1</u>	Dated <u>3/24/2021</u>
Addendum No. <u>2</u>	Dated <u>3/26/2021</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

No Addendum issued for this Solicitation

Firm's Name: YMCA of South Florida

Authorized Representative's Name: Sheryl Woods, CEO

Title: CEO

Authorized Signature: 

**NOTARIZATION**

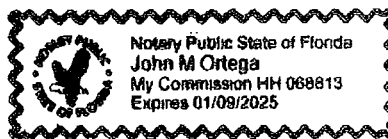
STATE OF Florida )

) SS:  
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of MARCH, 20 21, by Sheryl Woods, who is personally known to me or who has produced Driver License as identification and who  did /  did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

John M. Ortega  
\_\_\_\_\_  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

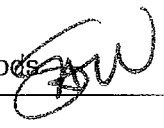




**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }     SS:  
COUNTY OF MIAMI-DADE    }

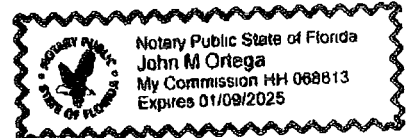
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and YMCA \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Sheryl Woods   
Title: CEO

BEFORE ME, the undersigned authority, personally appeared Sheryl woods to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Sheryl woods executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 15<sup>th</sup> day of March, 2021.

My Commission Expires: 1/9/25  
\_\_\_\_\_  
Notary Public State of Florida at Large



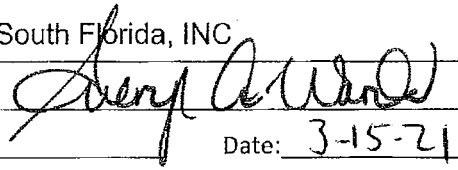
### COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Young Men's Association of South Florida, INC  
Authorized representative (print): Sheryl Woods  
Authorized representative (signature):  Date: 3-15-21

**CONFLICT OF INTEREST AFFIDAVIT**

State of Florida }  
                  Miami } SS:  
County of Oade }

Sheryl Woods, CEO being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of YMCA of South Florida, the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness  
[Signature]  
Witness

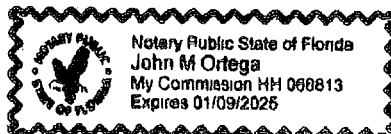
By: [Signature]  
Sheryl woods  
(Printed Name)  
CEO  
(Title)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 5<sup>th</sup> day of March, 2021.

My Commission Expires: 1/9/2025

Notary Public State of Florida at Large



## DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

YMCA of South Florida

Company Name:

3-15-21  
Date

Authorized Signature:

Sheryl Woods, CEO

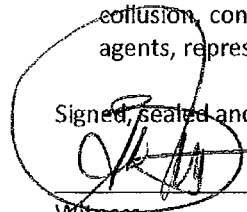
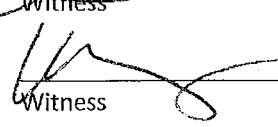
Printed Name and Title

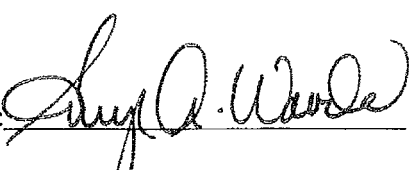
**NON-COLLUSIVE AFFIDAVIT**

State of Florida }  
                  Miami } SS:  
County of Dade }

Sheryl Woods being first duly sworn, deposes and says that:

- a) He/she is the CEO (Owner, Partner, Officer, Representative or Agent) of YMCA of South Florida, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:  
  
 \_\_\_\_\_  
 Witness  
  
 \_\_\_\_\_  
 Witness

By:   
 \_\_\_\_\_  
 Sheryl Woods  
 \_\_\_\_\_  
 (Printed Name)  
 CEO  
 \_\_\_\_\_  
 (Title)

BEFORE ME, the undersigned authority, personally appeared Sheryl Woods to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Sheryl Woods executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 15<sup>th</sup> day of MARCH, 2021.

My Commission Expires: 1/9/2025  
 \_\_\_\_\_  
 Notary Public State of Florida at Large





**PUBLIC RELATIONS AFFIDAVIT**

Bidder's Name: Sheryl Woods Solicitation No.: \_\_\_\_\_

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

na

\_\_\_\_\_  
Last name First name Relationship

na

\_\_\_\_\_  
Last name First name Relationship

na

\_\_\_\_\_  
Last name First name Relationship

- b) Any family relationships with any employee or elected representative of the Town.

na

\_\_\_\_\_  
Last name First name Relationship

na

\_\_\_\_\_  
Last name First name Relationship

na

\_\_\_\_\_  
Last name First name Relationship

\_\_\_\_\_  
Authorized Signature

3/15/21  
Date:

Sheryl Woods  
Print Name

CEO  
Title:

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**SECTION 287.133(3)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Miami Lakes

by Sheryl Woods, CEO

[print individual's name and title]

for YMCA of South Florida

[print name of entity submitting sworn statement]

whose business address is

900 SE 3rd Ave, Fort Lauderdale, FL 33316

Suite 300

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0624464

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

true Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO**

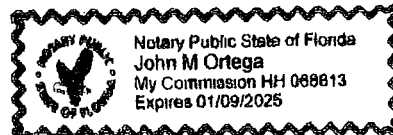
**UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

BEFORE ME, the undersigned authority, personally appeared Sheryl Woods to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Sheryl Woods executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 15<sup>th</sup> day of March, 2021.

My Commission Expires: 1/9/25

\_\_\_\_\_  
Notary Public State of Florida at Large





# **Attachment 1**

**Attachment 1  
Administration and Staff Qualifications**

Title	Responsibility	Qualifications & Certifications	Salary & Benefits
Executive Director	Accountable for the overall operations of programming, develops and maintains accurate budgets, develops and ensures that all working parties are professional, kind and have a open communication at all times.	Four-year degree in Education, Recreation or related field; Minimum of 3 years Afterschool program experience; Minimum 2 years supervisory experience	Indirect cost covered by YMCA
Associate Executive Director	Accountable for the overall operations of programming, develops and maintains accurate budgets, develops and ensures that all working parties are professional, kind and have a open communication at all times.	Four-year degree in Education, Recreation or related field; Minimum of 3 years Afterschool program experience; Minimum 2 years supervisory experience	Indirect cost covered by YMCA
Program Director	Develops and maintains program budget; Develops and maintains communication and relationships with partners; Implements established Program Quality Standards and participate in the development of these standards; regular on site monitoring of summer camp and afterschool programs	Four-year degree in Education, Recreation or related field; Minimum of 3 years Afterschool program experience; Minimum 2 years supervisory experience	Indirect cost covered by YMCA
Site Director	Onsite liaison to participants and city staff; Supervises staff; Monitors program quality; Assists with scheduling; Collects and records payments; Assists with marketing and enrollment of programs	Two-year degree in Education, Recreation or related field preferred; Minimum of 1 years Afterschool program experience; Minimum 1 years supervisory experience	\$12-\$17 per hour; Health Insurance & Retirement benefits (if eligible)
Counselor - Afterschool & Summer Camp	Conducts activities with participants as according to the schedule; Responsible for the safety of a group of children	High School Diploma or GED Equivalent; Experience working with youth; 45 Hour DCF Child Care Training; Current First Aid & CPR Certification	\$8-\$15 per hour
Certified Teacher - Summer Camp	Implement curriculum as assigned; Assess and track student performance; Oversee the implementation of all curriculums and work with counselors to assure successful implementation	High School Diploma or GED Equivalent; Certified Teacher in the State of Florida or can meet 60 credit hour requirements of Paraprofessional	\$20-\$30 per hour

**Attachment 1  
Administration and Staff Qualifications**

Dance Coach - HipHop, Ballet & Jazz	Plan age appropriate dance lessons for YMCA participants; Develop lesson plans for dance instruction; Track participant's attendance and progress; Work with the program staff to recruit children into the program	Minimum of 2 years of dance training; Minimum of 1 year experience teaching dance; State approved CPR / First Aid certification	\$15-\$25 per hour
Sports Coach	Plan age-appropriate sport lessons for YMCA participants; Develop lesson plans for the sport program	Minimum of 1 year experience teaching preschool-aged children; Minimum of 3 years sport experience; Current First Aid & CPR certification	\$15-\$20 per hour

## **Attachment 2**

# William Nunez

## **Executive Director - YMCA of South Florida**

Coral Springs, FL 33065

billn1976@yahoo.com

(585) 330-9273

Secure a challenging senior-level position with a progressive organization, which allows for the utilization of my skills and experience in:

- Staff development ● Program development ● Financial development
- Fiscal management ● Communication ● Volunteer Management
- Behavior management ● Customer experience

Authorized to work in the US for any employer

## Work Experience

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### **Executive Director**

Ymca of south florida - Miami, FL

April 2017 to Present

Develop, implement and monitor the center's program budget of approximately \$6,500,000 meeting or exceeding targets

- Recruit, Train more than 250 frontline staff
- Successfully ran the Staff Fundraising campaign by raising \$60,000 during 4 weeks of campaigning and assisted with raising funds to reach our \$160,000 goal
- Responsible for all regulatory compliance, audits, and agency visits
- Develop and maintain relationships with Florida State Agencies and grant agencies

### **Associate Executive Director**

YMCA of South Florida - Miami, FL

May 2015 to March 2017

• Develop, implement and monitor the center's program budget of approximately \$6,500,000 meeting or exceeding targets

- Recruit, Train more than 250 frontline staff
- Successfully ran the Staff Fundraising campaign by raising \$60,000 during 4 weeks of campaigning and assisted with raising funds to reach our \$160,000 goal
- Responsible for all regulatory compliance, audits, and agency visits
- Develop and maintain relationships with Florida State Agencies and grant agencies

### **Assistant Director**

La Petite Academy - Miami, FL

2015 to 2015

- Recruit, train, and coach approximately 20 full-time
- Conduct monthly Staff Meetings to review policies, financial reports and strategically plan
- Responsible for all regulatory compliance, audits, and agency visits
- Develop and maintain relationships with State Agencies and NAEYC

- Engage families through parent orientations, parent committees, and events at the center and in the community

### **Executive Director**

Brockport Child Development Center - Brockport, NY  
2013 to 2014

- Develop, implement and monitor the center's program budget of approximately \$800,000 meeting or exceeding targets
- Recruit, train, and coach approximately 20 full-time and 20 part-time staff
- Seek out potential new board members, while engaging and developing current board members
- Conduct monthly Board Meetings to review policies, financial reports and strategically plan for fundraising events, annual meetings and other center matters
- Collaborate with other organizations such as Child Care Council, State Employees Federated Community campaign, MVP Health Care, & United Way in order to continually provide accessible, high quality care
- Responsible for all regulatory compliance, audits, and agency visits
- Develop and maintain relationships with State University of NY departments, where the center is located
- Engage families through parent orientations, parent committees, and events at the center and in the community

### **Senior Program Director**

YMCA of Greater Rochester - Rochester, NY  
2009 to 2013

Monroe Family Branch, 797 Monroe Avenue, Rochester, NY 14607 2009-2013  
Southwest Family Branch, 597 Thurston Road, Rochester, NY 14619

Senior Program Director

- Recruited, hired, trained and coached staff in Child Care Department equaling approximately 35 staff
- Successfully merged the Monroe and Southwest Summer Day Camps, increasing overall enrollment
- Maintain high standards of quality and customer service to members, parents, and children through programming and meeting and exceeding OCFS regulations
- Enveloped Southwest School Age Child Care into responsibilities, increasing safety and quality by bringing the program up to OCFS standards, bringing the program to full capacity
- Participated in many Association teams to advance the mission of the YMCA and increase the overall quality of YMCA programs, such as Child Care Program Leadership Team, Martin Luther King Day Committee, and Diversity Workgroup
- Developed, implemented and monitored two branch program budgets of approximately \$340,000, meeting or exceeding targets
- Chosen from a group of national nominees to participate in the Hispanic Latino Leadership Network
- Participated as an integral part of both the Monroe YMCA and the Southwest YMCA's Invest In Youth Campaigns, using relationship building to personally raise about \$5000 in 2012

### **Youth Division Aide**

375 Rush - Rush, NY  
2009 to 2009

- Established a relationship of confidence and trust with youth under supervision

- Developed youth's attitudes towards personal hygiene, appearance, manners, and work and study habits
- Organized, arranged, supervised, and participated in various recreational, educational and social activities
- Supervised and/or assisted youth during various work assignments

### **Child Care/Camp Staff Associate**

YMCA of Greater Rochester - Rochester, NY  
1998 to 2009

- Recruit, hire, train and coach staff in the Child Care Department equaling approximately 35 staff
- Maintain high standards of quality and customer service to members, parents, and children through programming and coaching of staff
- Participate in many Association-wide teams to advance the mission of the YMCA and increase the overall quality of YMCA programs
- Develop, implement and monitor a budget of approximately \$350,000, meeting or exceeding targets

## Education

---

### **Masters of Education in Curriculum & Instruction**

Concordia University  
April 2015

### **Bachelor of Human Service Management in Human Service Management**

University of Phoenix  
May 2012

### **Associate of Science in Physical Studies**

Monroe Community College  
December 2000

## Certifications/Licenses

---

### **CPR/AED**

June 2016

### **Florida Director's Credential**

December 2015 to December 2020

Completed 45 Hours of training for the department of Child and Family Services

# JOHN MOISES ORTEGA

Email: john.ortega02@gmail.com  
(786) 925-2359

## OBJECTIVE

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To apply management, operational leadership skills and a business background in a fast paced and growing organization.

## PROFESSIONAL EXPERIENCE

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### YMCA OF SOUTH FLORIDA

Miami, FL

#### Associate Executive Director

Oct. 2019-Present

- Steward current program funders to emphasize the impact of the dollars funded and to keep them involved with the YMCA.
- Leverage new partners and funding sources to expand current programs and to create additional impact in the communities served. Recent example: secured a 300% funding increase for youth sports programming from the U.S. Soccer Foundation.
- Manage all fiscal reporting requirements for all grants/ contracts assigned including but not limited to budgets, reimbursements, amendments, reports and applications for over 40 grant-funded sites and lead all grant application processes.
- Manage and lead a team of Grant Compliance Managers, and Grant Compliance Directors who help ensure the implementation of quality programs that meet contract compliance and outcomes to contract fidelity. This team has an additional 40+ reports who each oversee teams of front-line staff – an additional 200+ staff.

### YMCA OF SOUTH FLORIDA

Miami, FL

#### Senior Program Director

Jun. 2018-Oct. 2019

- Oversee operations for 36 before & after-school/ municipal program locations.
- Provide Community Campaign leadership: \$20K goal each fiscal year – met and exceeded.
- Increased hourly employee efficiency and reduced labor costs by 5%, while maintaining program quality (2018).
- Hold key leadership in the department's product line development, pricing development and, SOPs development.
- Build and manage the program budgets for after school, dance, sports, tutoring, and day camp programs (\$5.2 Million).
- Leveraged three new community partnership locations, which increased revenue by 3% over previous year revenue (2019).
- Engage regional and school community as needed to grow new program opportunities, optimize site management, and retain relationships with community partners, while fulfilling YMCA, grants, and state compliance and standard objectives.

### YMCA OF SOUTH FLORIDA

Miami, FL

#### Program Director

Aug. 2015-Jun. 2018

- Oversaw operations for ten Before & After-School program locations.
- Monitored and effectively controlled the bi-weekly payroll for over 100 staff members.
- Developed and maintained relationships with school administrators and the community.
- Responsible for Risk Management, Quality Standards, Child Abuse and Safety for all program areas.
- Provided Community Campaign leadership: \$10K goal each fiscal year – met and exceeded each year.
- Built and managed the program budgets for after school, dance, sports, and day camp programs (\$1.8 Million).
- Managed the implementation of local grants through the reviewing and monitoring of program performance outcomes.
- Innovated new program ideas to expand department revenue; included: dance, sports, and specialty day camp programs.

## EDUCATION

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FLORIDA ATLANTIC UNIVERSITY, College of Business  
Master of Business Administration (MBA)  
Concentration in Project Management

Boca Raton, FL  
2019

## CERTIFICATIONS & SKILLS

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- Adult, Child, Infant CPR and First Aid Certifications
- Florida Public Notary, *Exp. Jan 2021, Comm. No. GG38378*
- Florida Department of Children and Families: *45 Hour Childcare Training, Staff Credential, Florida Child Care Professional Credential (FCCPC) and Director's Credential (Advanced Level)*
- Fluent in Spanish
- Over 2500 hours of volunteer service to local non-profit organizations
- Proficiency in Mac, Windows 7, 8, and 10 Platforms (Advanced), MS Word (Advanced), Excel (Intermediate), and PowerPoint (Advanced)



8401 NW 29 Ct. Miami, FL 33147  
(786)285-3425  
Yosselin5993@gmail.com

# Yosselin Cordero

**OBJECTIVE** Seeking a position that will benefit from my strong organizational, clerical skills, and where my dedication can be fully utilized to improve the students and faculties satisfaction and enhance the Departments name.

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<b>SKILLS &amp; ABILITIES</b>	Bilingual: English/ Spanish	Microsoft Office	Management Skills
	Communication Skills	Organizational Skills	Detail Oriented
	Customer Service Skills	Analytical Problem Solver	

---

**EXPERIENCE** September March 2019 *YMCA of South Florida*  
Position: Program Director  
Summaries of Responsibilities:  

- ✓ Oversee 8-12 Afterschool programs as well as summer camps.
- ✓ Work on Staff schedule
- ✓ Work directly with parents and students in regards to behavior, homework, any information on the after-school program.
- ✓ Maintain files and support the individual requisition
- ✓ Perform other duties as assigned.
- ✓ Create activities for students and families.

---

September 2017-2019 *YMCA of South Florida* Hialeah, Florida  
Position: Site Supervisor (2018-2019),  
Assistant Supervisor (2017-2018) (Part-Time)  
Summaries of Responsibilities:  

- ✓ Work on Attendance for groups..
- ✓ Work directly with parents and students in regards to behavior, homework, any information on the after-school program.
- ✓ Help students with homework when needed.
- ✓ Maintain files and support the individual requisition
- ✓ Perform other duties as assigned.
- ✓ Create activities for students and families.

---

August 2016-2019 *North Hialeah Elementary* Hialeah, Florida  
Position: Community Involvement Specialist (Part-Time)  
Summaries of Responsibilities:  

- ✓ Turn in attendance for entire school.
- ✓ Work with Title I Representatives making sure Title I box was organized and up to date.
- ✓ Work directly with parents and students in regards to appointments with teachers, messages, workshops and school activities
- ✓ File, answers phones, sort incoming mail and deliver outgoing mail
- ✓ Maintain files and support the individual requisition
- ✓ Perform other duties as assigned.

---

April 2015- August 2016 *Miami Dade College* Miami, FL  
Position :Biology Department Front Desk (Part-Time clerk)  
Summaries of Responsibilities:

- ✓ File, answers phones, sort incoming mail and deliver outgoing mail
- ✓ Prepare and process all necessary forms, including Request for Personnel Action, equipment requisitions and mileage reimbursements
- ✓ Type correspondence and reports for the Department
- ✓ Maintain files and support the individual requisition

- ✓ Assist with coordination of special events
- ✓ Perform other duties as assigned

January 2010- December 2011 *Miami Apostolic Fountain of Life* Miami, FL  
 Position: Church School Teacher and Coordinator (Internship)

Summaries of Responsibilities:

- ✓ Prepared lessons using curriculum and resources.
- ✓ Supervised and guided children in completing lessons and projects.
- ✓ Assisted with special events as related to Sunday and Wednesdays school.
- ✓ Prepared for Sunday and Wednesday classes using the assigned curriculum.
- ✓ Lead a weekly schedule.
- ✓ Prepared lessons using curriculum and resources.
- ✓ Supervised and guided children in completing lessons and projects.
- ✓ Assisted with special events as related to Sunday school.
- ✓ Reported concerns to the Sunday School Coordinator.

EDUCATION

Miami Dade College Miami, FL  
 Majoring: Exceptional Student Education (Bachelor's Degree)  
 Estimated Graduation: April 2022

Miami Dade College Miami, FL  
 Majoring: General Studies (Associates Degree)  
 Graduated: May 2015

William H. Turner Technical Arts High School Miami, FL  
 Medical Lab Assistant Certified  
 Weighted GPA: 3.51/ 4.0  
 Graduated June 2011

INTEREST/  
 ACTIVITIES/AWARDS

*At Church*

- ✓ 2019- Worship Team Assistant
- ✓ 2008-Present: Church Choir Member
- ✓ 2013-Present: National Messengers of Peace Youth Secretary
- ✓ 2011-present: Sunday school Teacher ages 6-8.

*At School*

- ✓ 2009-2011: HOSA: Health Occupation Students of America
  - AWARDED: HOSA 1<sup>st</sup> Place State Competitions Clinical Specialty-20011
- ✓ 2008-2011: Medical Lab Assistant Program
  - CERTIFIED: Medical Lab Assistant Certified- 2011

REFERENCES

Brigitte Herrera Secretary/Treasurer North Hialeah Elementary School Hialeah, FL  
 (305) 681-4611 ext.2112

Martha Perez Registrar North Hialeah Elementary Hialeah, FL  
 (305) 681-4611 ext. 2115

Shamira Gonzalez Administrative Assistant at CARE Elementary Miami, FL  
 (786)955-3449

# **Attachment 3**

**YMCA of South Florida  
Youth Development Miami  
Organizational Chart**

All reporting during the afterschool and camp programs will follow this organizational chart.

1. Counselor
2. Site Supervisor
3. Program Director
4. Associate Executive Director
5. Executive Director of Youth Development
6. VP of Youth Development (Direct Supervisor)
7. Chief Financial Officer
8. Chief Executive Officer

# **Attachment 4**

## Reference List

1. Name/Title: Patricia Fairclough, Principal  
Facility: George Washington Carver Elementary: 238 Grand Ave, Coral Gables, FL 33133  
E-mail: [pfairclough@dadeschools.net](mailto:pfairclough@dadeschools.net)  
Telephone: 305-443-5286  
Scope: Afterschool, Sports, Dance, Cheerleading
2. Name/Title: Lucy Amengual, Principal  
Facility: David Fairchild Elementary: 5757 SW 45<sup>th</sup> Street, Miami, FL 33155  
E-mail: [lamengual@dadeschools.net](mailto:lamengual@dadeschools.net)  
Telephone: 305-665-5483  
Scope: Afterschool, Sports, Dance, Cheerleading, Ceramics
3. Name/Title: Kimberly Merchant, Community Services Director  
Facility: City of Aventura: 3375 NE 188<sup>th</sup> Street, Aventura, FL 33180  
E-mail: [merchantk@cityofaventura.com](mailto:merchantk@cityofaventura.com)  
Telephone: 305-466-3883  
Scope: All city operated recreation programs

# **Attachment 5**



# Summer Camp

Grade/Group:

## Summer Camp Program Schedule

Time	Monday	Tuesday	Wednesday	Thursday	Friday
	ARRIVAL/SIGN-IN/ATTENDANCE	ARRIVAL/SIGN-IN/ATTENDANCE	ARRIVAL/SIGN-IN/ATTENDANCE	ARRIVAL/SIGN-IN/ATTENDANCE	ARRIVAL/SIGN-IN/ATTENDANCE
10:30AM Arrival	ARRIVAL/SIGN-IN/ATTENDANCE	ARRIVAL/SIGN-IN/ATTENDANCE	ARRIVAL/SIGN-IN/ATTENDANCE	ARRIVAL/SIGN-IN/ATTENDANCE	ARRIVAL/SIGN-IN/ATTENDANCE
10:00-10:15AM Opening Ceremonies	OPENING CEREMONIES	OPENING CEREMONIES	OPENING CEREMONIES	OPENING CEREMONIES	OPENING CEREMONIES
10:15AM-10:45AM Break	Bathroom Break/Wash Hands/Snack	Bathroom Break/Wash Hands/Snack	Bathroom Break/Wash Hands/Snack	Bathroom Break/Wash Hands/Snack	Bathroom Break/Wash Hands/Snack
10:45-11:15AM Social Skills	Social Skills	Social Skills	Social Skills	Social Skills	Social Skills
11:15AM-12:00PM SPARK	SPARK	SPARK	SPARK	SPARK	SPARK
12:00-12:15PM Break	Bathroom/Wash Hands	Bathroom/Wash Hands	Bathroom/Wash Hands	Bathroom/Wash Hands	Bathroom/Wash Hands
12:15-12:45PM Lunch	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
12:45-1:15PM Break	Temperature Check/Bathroom/Wash Hands	Temperature Check/Bathroom/Wash Hands	Temperature Check/Bathroom/Wash Hands	Temperature Check/Bathroom/Wash Hands	Temperature Check/Bathroom/Wash Hands
1:15-1:45PM Adventure Time	Fun Challenge/Table Games	PBL	Fun Challenge/Table Games	PBL	Fun Challenge/Table Games
1:45-2:15PM Arts & Crafts	Arts & Crafts	Arts & Crafts	Arts & Crafts	Arts & Crafts	Arts & Crafts
2:15-2:30PM Break	Bathroom/Wash Hands	Bathroom/Wash Hands	Bathroom/Wash Hands	Bathroom/Wash Hands	Bathroom/Wash Hands
2:30-3:15PM Spark	SPARK	SPARK	SPARK	SPARK	SPARK
3:15-3:30PM Break	Bathroom/Wash Hands	Bathroom/Wash Hands	Bathroom/Wash Hands	Bathroom/Wash Hands	Bathroom/Wash Hands
3:30-3:45PM Snack	SNACK	SNACK	SNACK	SNACK	SNACK
3:45-4:00PM Closing Ceremonies	Closing Ceremonies: Recap Of Day	Closing Ceremonies: Recap Of Day	Closing Ceremonies: Recap Of Day	Closing Ceremonies: Recap Of Day	Closing Ceremonies: Recap Of Day
4:00 - 6:00PM Supervised Free Choice	SUPERVISED FREE CHOICE	SUPERVISED FREE CHOICE	SUPERVISED FREE CHOICE	SUPERVISED FREE CHOICE	SUPERVISED FREE CHOICE





# **Attachment 6**



# City of Aventura

Government Center  
19200 West Country Club Drive  
Aventura, Florida 33180

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March 17, 2021

ENID WEISMAN  
MAYOR

COMMISSIONERS  
JONATHAN P. EVANS  
RACHEL FRIEDLAND  
DENISE LANDMAN  
LINDA MARKS  
MARC NAROTSKY  
ROBERT SHELLEY  
RONALD J. WASSON  
CITY MANAGER

To Whom it May Concern:

I am pleased to offer this letter of support to the YMCA of South Florida. The YMCA of South Florida has provided programs for the City of Aventura inclusive of afterschool programs, camps and community programs and has been a key partner for the last 2 years. The Y offers a well-rounded program for our community that has been a huge bright spot for our children and families. I am happy to recommend the YMCA without reservations as a provider of services at the Town of Miami Lakes.

If you have any questions, please feel free to contact me at [merchantk@cityofaventura.com](mailto:merchantk@cityofaventura.com).

Sincerely,

Kimberly S. Merchant  
Community Services Director



# Miami-Dade County Public Schools

*giving our students the world*

**Superintendent of Schools**  
Alberto M. Carvalho

**Miami-Dade County School Board**  
Perta Tabares Hantman, Chair  
Dr. Steve Gallon III, Vice Chair  
Dr. Dorothy Bendross-Mindingall  
Susie V. Castillo  
Dr. Lawrence S. Feldman  
Dr. Martin Karp  
Dr. Lubby Navarro  
Dr. Marta Pérez  
Mari Tere Rojas

February 05, 2020

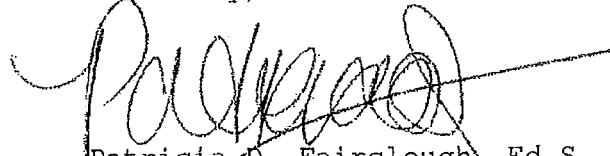
To whom it may concern,

I am pleased to offer this letter of support for the YMCA of South Florida. The YMCA of South Florida has provided before and after-school programs at **George W. Carver Elementary/Middle** and has been a key community partner for over 5 years. The Y offers a well-rounded program for our children that boasts a safe environment and supports the academic abilities of the students. They also offer seasonal sports programming that help our children learn sportsmanship and develop healthy habits that they will carry with them throughout their lives.

I am happy to recommend the YMCA without reservations as an after school care provider at the City of Doral.

If you have any questions, please feel free to contact me at [pfairclough@dadeschools.net](mailto:pfairclough@dadeschools.net) or 786-575-9623.

Sincerely,



Patricia D. Fairclough, Ed.S  
Principal  
George Washington Carver Elementary



# Miami-Dade County Public Schools

*giving our students the world*

**Superintendent of Schools**  
Alberto M. Carvalho

**Miami-Dade County School Board**  
Pera Tabares Hantman, Chair  
Dr. Martin Karp, Vice Chair  
Dr. Dorothy Bendross-Mindingall  
Susie V. Castillo  
Dr. Lawrence S. Feldman  
Dr. Steve Gallon III  
Lubby Navarro  
Dr. Marta Pérez  
Mari Tere Rojas

February 4, 2020

To Whom It May Concern:

David Fairchild Elementary has had the YMCA oversee the Before/Aftercare program for over 12 years at the school site. They not only have a well-organized after school program supervising the students, they also have sports, ceramic and dance.

In addition to Before/Aftercare program during the school year. The YMCA also provides summer camp at the school site every year with field trips and on-site activities for the students. The parents really appreciate it because it is well organized, the kids have fun and its convenient for the parents.

The YMCA provides an excellent quality services program. If you have any further questions please do not hesitate to call me at 305-665-5483.

Sincerely,

Lucy Amengual  
Principal

**4. CLIENT REFERENCE LETTER**

Subject: Reference Letter

Name of Proposer: YMCA of South Florida

Name of Company: Town of Miami Lakes

Name of Project: Park Programs

Scope of Work: After School care, Summer camp, Spring + Winter break camp.

Initial Value of Contract: \$ \_\_\_\_\_ Is contract active?  Yes  No

Was the work performed timely?  Yes  No

Was the work performed to acceptable quality standards?  Yes  No

Would you enter into a contract with the Contractor in the future?  Yes  No

If no to any of the above, please provide details. Provide any other comment you feel appropriate:

I have worked with the YMCA's contract for the past 4 years. Communication lines are always open. Bill, Lucy + Crystal have been amazing to work with. Surveys reflect the community is satisfied with camps and programs.

Name and title of person completing this form: Kristina Labossiere Leisure Services  
Signature: [Signature] Date: 02/04/20 manager  
Email: Labossiere.k@miamilakes-fl.gov Telephone: 954-873-5735

# **Attachment 7**



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

**YMCA OF SOUTH FLORIDA - YOUTH DEVELOPMENT  
Special Needs Intake Form**

**PARTICIPANT INFORMATION:**

Name of Participant: \_\_\_\_\_

Age: \_\_\_\_\_ Grade: \_\_\_\_\_

Participant's School: \_\_\_\_\_

Does the participant have an IEP (Individualized Education Program)?  Yes  No

Does the participant have a 504 plan?  Yes  No

If NO to the above, is the participant being considered for testing?  Yes  No

Please check the special education services received at school:

Full-Time  Cluster Class

Part-Time  Other: \_\_\_\_\_

**PLEASE INDICATE PARTICIPANT'S MATRIX OF SERVICES REQUIRED:**

- Autism Spectrum Disorder
- Deaf or Hard of Hearing
- Developmentally Delayed (Age 0-5)
- Dual-Sensory Impaired
- Educable Mentally Handicapped
- Emotional/Behavioral Disabilities
- Established Conditions (Age 0-2)
- Gifted
- Language Impaired
- Occupational Therapy
- Orthopedically Impaired
- Other Health Impaired
- Physical Therapy
- Profoundly Mentally Handicapped
- Specific Learning Disabled
- Speech Impaired
- Trainable Mentally Handicapped
- Traumatic Brain Injured
- Visually Impaired
- Diabetic
- Other: \_\_\_\_\_

Please list any Secondary Diagnosis: \_\_\_\_\_

**COMPLETE MEDICATION INFORMATION IS NECESSARY IN A MEDICAL EMERGENCY.**

Please list ALL current medications and daily dosage:

Name of Medication	Reason for Medication	Dosage	Time Administered

Please list any side effects to the above medications: \_\_\_\_\_





FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

Do medications need to be administered during the program?  Yes  No

If yes, please complete Medication Authorization Form.

Special Diet: \_\_\_\_\_

Please list any allergies: \_\_\_\_\_

In order to best meet the needs of the participant, please complete the following information completely and accurately.

The participant is able to:

Dress:  Independently  Needs Partial Assistance  Needs Total Assistance

Use the Bathroom:  Independently  Needs Partial Assistance  Needs Total Assistance

Additional Notes:

Has the participant been included in a 1:20 staff to child ratio?  Yes  Sometimes  No

Does the participant need assistance to participate in activities?  Yes  Sometimes  No

Does the participant run away from group settings?  Yes  Sometimes  No

Do they indicate the need or show signs of using the bathroom?  Yes  Sometimes  No

Does the participant play appropriately with toys?  Yes  Sometimes  No

Does the participant require 1:1 care?  Yes  No

Has the participant ever required physical restraint?  Yes  No

Has the participant ever become aggressive towards others?  Yes  No

Would the participant attempt to hide?  Yes  No

Does the participant's siblings attend the program?  Yes  No

Does your participant suffer from seizures?  Yes  No

If yes, please complete the seizure action plan?  Yes  No

What is the participant's level of speech and communication (including language spoken at home): \_\_\_\_\_

List any assistive technology or communication devices required? \_\_\_\_\_

List any challenging behaviors (example: hitting, kicking, biting, pinching, screaming, tantrums, eloping): \_\_\_\_\_



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

Are there situations in which the participant is more likely to engage in the above behaviors? \_\_\_\_\_

\_\_\_\_\_

What is the response to these behaviors at home? \_\_\_\_\_

\_\_\_\_\_

What is the response to these behaviors at school? \_\_\_\_\_

\_\_\_\_\_

Participant's motivating rewards and reinforcers: \_\_\_\_\_

Please list the participant's interests: \_\_\_\_\_

I agree to release the information from my child/dependent's IEP (Individualized Education Program and Behavior Treatment Plan (If Applicable).  Yes  No

---

END OF FORM



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

**THE PARENT/GUARDIAN SIGNATURE BELOW INDICATES AGREEMENT  
WITH THE FOLLOWING LANGUAGE:**

- I understand this in-take interview is not a guarantee of my child's placement in the before and /or after school child care program. The purpose of the "intake interview" is to determine if this program is the most appropriate for your child.
- I understand that this program is not designed for therapeutic or one-on-one care. I understand this before and/or afterschool program operates within the provisions of the American's Disabilities Act, which provides protection to individuals with disabilities as well as to providers of care for these individuals.
- I understand and agree that if my child is determined to be a threat to the overall health and safety of him/himself or others, he/she may be expelled from the before and/or after school child care program.
- I understand that all children regardless of their diagnosis are subject to disciplinary procedures. Parent conferences, probationary periods and suspension are some of the steps that may be taken to ensure children and families are aware there before and/or after school placement is in Jeopardy. In some cases, children may be subject to emergency suspension or expulsion, at the sole discretion of he before/after school program provider, if the child's behaviors are beyond our staff's ability to control.
- I give permission for information from this intake interview to be shared with the before and after school child care Special Needs Committee, if special considerations need to be made for my child's after school placement.

Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/ Guardian: \_\_\_\_\_

After School Program Administrator (Print): \_\_\_\_\_

Signature \_\_\_\_\_

List of Other Individuals Present During Intake (Name/ Relationship): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**YMCA of South Florida**

**Town of Miami Lakes  
Price Component of ITN: 2021-22**

**1. Fee Schedule**

- a. **Provide a separate proposed fee for each program. Fees shall be comparable to those charged by similar services. The fee schedule must include a financial assistance program for low income families.**

The following is a list of proposed program fees:

<b>Program Title</b>	<b>Resident Fee /Non Resident Fee</b>
After School	\$160 per month / \$200 per month
School Out Days (Vacation Days)	\$ 125 per week / \$175 per week
Holiday/Vacation Day	\$30 per day / \$40 per day
Traditional Camp	\$135 per week / \$185 per week
Sports Camp	\$160 per week / \$200 per week
Dance Camp	\$160 per week / \$200 per week

The YMCA hosts a annual campaign geared towards raising awareness as well as raising crucial dollars each year to support our ability to offer financial aid for those in need. Participants may receive financial aid if a request form is submitted along with documentation reflecting their need. The fee for each child in need is determined on a sliding fee scale based on household income and family size. Some youth may receive 10%, 20%, 30%, or more off of the weekly and monthly fees. It is the YMCA's policy to not turn any child away due to the inability to pay as long as funds are available.

The YMCA will offer financial assistance to families in need. The forms will be available to parents with specific instructions for what will be required to complete the financial aid process.

**2. Compensation**

- a. **Provide requested percentage of revenue derived from registration fees for all programs and activities.**

In consideration of the use and occupancy of the Town premises, the Y proposes an 80% / 20% revenue share of the gross receipts, actually collected by the YMCA of South Florida in connection with Afterschool, winter, spring and summer camp programs.