

**RESOLUTION NO. 14-1196**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AGREEMENT WITH THE YMCA OF GREATER MIAMI, INC. TO PROVIDE SUMMER CAMP PROGRAMMING; AUTHORIZING TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (the "Town") went through a competitive process for comprehensive recreational programming; and

**WHEREAS**, the Town Manager, determined that in the best interest of the Town the solicitation would be reissued at a later date; and

**WHEREAS**, YMCA of Greater Miami, Inc. (YMCA), has provided service to the Town for over six (6) years, and can deliver high quality affordable summer recreational programming to meet the needs of the residents; and

**WHEREAS**, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to award the Agreement with YMCA, for Summer Camp Programming.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1.**    **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

**Section 2. Approval of Agreement.** The Agreement between The YMCA of Greater Miami, Inc. and the Town of Miami Lakes to allow YMCA to provide Summer Camp Programming, (the "Agreement"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Agreement.

**Section 4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement utilizing available budgeted funds.

**Section 5. Execution of Agreement.** The Town Manager is authorized to execute the Agreement with YMCA for Summer Camp Programming on behalf of the Town in substantially the form attached hereto.

**INTENTIONALLY LEFT BLANK**

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of April, 2014.

Motion to adopt by Nelson Rodriguez, second by Cesar Mestre.

**FINAL VOTE AT ADOPTION**

Mayor Wayne Slaton	<u>YES</u>
Vice Mayor Manny Cid	<u>YES</u>
Councilmember Tim Daubert	<u>YES</u>
Councilmember Cesar Mestre	<u>YES</u>
Councilmember Frank Mingo	<u>YES</u>
Councilmember Tony Lama	<u>YES</u>
Councilmember Nelson Rodriguez	<u>YES</u>

Wayne Slaton  
Wayne Slaton  
MAYOR

Attest:

M. Tejeda  
Marjorie Tejeda  
TOWN CLERK

Approve as to Form and Legal Sufficiency

Raul Gastesi  
Raul Gastesi, P.A.  
TOWN ATTORNEY

# Town of Miami Lakes License and Use Agreement

**THIS LICENSE AND USE AGREEMENT** ("Agreement") is entered into this **15th** day of **March**, 2014 by and between the Town of Miami Lakes, a Florida municipal corporation ("Town") and the **Young Men's Christian Association** ("Licensee"), a Florida not-for-profit organization located at 730 NW 107<sup>th</sup> Avenue, Suite 200, Miami, Florida 33172.

**WHEREAS**, the Town is the operator of Royal Oaks Park and Roberto Alonso Community Center located at 16500 NW 87<sup>th</sup> Avenue, Miami Lakes, Florida 33016 ("Property"); and

**WHEREAS**, The Town has agreed to allow the Licensee to utilize a portion of the Property for the program and activities ("Program") as described in Section 3.

**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. Definitions.**

The following terms used in this Agreement will have the following meanings:

- 1.1. Agreement means this Agreement, as may be amended from time to time, all changes, directive, payments and other such documents issued under or relating to the License and Use Agreement.
- 1.2. Licensee means the person, firm, entity, or corporation with whom the Town has contracted and who will be responsible for the Programs and the performance under this Agreement.
- 1.3. Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

## **Section 2. Term.**

- 2.1. The "Term" of this Agreement shall commence on **June 9, 2014** ("Commencement Date") and terminate on **August 15, 2014** ("Termination Date").
- 2.2. The Town Manager may at his sole discretion extend or agree to a change in dates due to circumstances beyond the control of the Licensee or the Town.

## **Section 3. Use of Property.**

- 3.1 Town grants to the Licensee a non-exclusive license for the limited use of the limited use of the community center and lower field areas of the Property in "as-is" condition for a summer camp program only between the hours of 7:00 am and 6:00 pm, Monday through Friday. Use of the Property for any other activity(ies) is subject to the prior written approval of the Town Manager. Such approval shall be at the sole discretion of the Town Manager.
- 3.2 The Licensee shall be entitled to utilize the Property as described above. The Town Manager may coordinate alternative days and/or hours based upon the Town's needs.
- 3.3 Licensee shall pay to the Town a user fee in the amount of \$1.00 per child per week to be paid at the end of the Program, for providing the programming and services, and a fee in the amount of \$60.00 per week to be paid at the end of each month. For the cost of cleaning the facility after the completion of the scheduled activities.
- 3.4 The Licensee shall provide the Town with a list of registered participants and contact information for each participant, which shall be submitted at the end of the Program.

- 3.5 Licensee shall limit program registration to 100 participants per week.
- 3.6 Town Manager shall have the authority to stop an event, program or service being held or provided where the Town Manager determines that such event, or services does not fall within the scope of this Agreement.
- 3.7 Town Manager, in his/her sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, Town recreation programs or unforeseen emergencies including, but not limited to, maintenance of the Property, or for any reason that is in the best interest of the Town.
- 3.8 The Licensee shall comply with all federal, state, county, and local laws, codes, ordinances, rules, and regulations including all Town Park rules and regulations

**Section 4. Termination of Agreement.**

- 4.1. Either party may, without cause, terminate this Agreement anytime upon written notice to the other party (the "Termination Date").
- 4.2. If the Licensee fails to timely perform a material term or condition of the Agreement ("Event of Default") the Town Manager may immediately terminate this Agreement and revoke the license granted to the Licensee at any time.

**Section 5. Maintenance.**

- 5.1. Town shall provide routine maintenance of the Property
- 5.2. Maintenance above and beyond what is normally provided for use of the Property shall be provided by the Licensee, subject to the prior written approval of the Town Manager.
- 5.3. Licensee shall be responsible for cleaning the Property daily after the completion of scheduled activities and shall also be responsible for additional cleaning costs listed in Section "3.3".
- 5.4. The Town shall provide all utilities and solid waste management services.

**Section 6. Programming, Costs, Expenses and Deposit.**

The Licensee shall be solely responsible for all costs incurred by Licensee in providing the Program(s).

**Section 7. Organizational Status and Governing Regulations of Licensee.**

- 7.1. Licensee agrees to monitor and control all program participants, including, but not limited to Licensee staff, instructors, volunteers, program participants, guests and invitees while at the Property and during any activities organized by the Licensee on the Property.
- 7.2. Licensee's overall Program shall include safety guidelines as well as guidelines and standards for the conduct of Licensee staff and volunteers in interfacing with the general public and Town officials in a courteous and professional manner. Licensee shall at all times have a competent supervisor on site who shall be responsible for management and supervision, of the Program(s). Licensee shall ensure that all staff and volunteers obtain ID's issued by the Town and have their ID's visible at all times when on the Property. Such guidelines and standards may be subject to the review and approval of the Town.
- 7.3. Licensee shall not engage in any for profit activities within the Property.
- 7.4. Licensee shall conduct background investigations for all staff and volunteers associated with the operation of programs and/or activities for the Licensee prior to any of the foregoing having any contact with program participants. In accordance with Section 409.175, Florida Statutes, such background investigations shall consist of Level 2 background screening requirements (i.e., fingerprinting) as set forth in Section 435.04,



Florida Statutes. Additionally, Licensee shall conduct background investigations in accordance with the Town's Administrative Order #07-01 for all staff and/or volunteers associated with the operation of programs and/or activities for the Licensee prior to any of the foregoing having any contact with program participants. Licensee may select a professional vendor and/or organization of their choosing, with all costs to be borne by the Licensee, for the purpose of conducting of said background investigations; however, required background investigations shall be completed by a vendor/organization approved by the Town Manager. It is recommended that Licensee select one (1) Licensee official to confidentially process and receive information regarding the background investigations. Any person resulting in a negative background investigation may not participate in Licensee's programs and/or activities. An affidavit indicating all staff and volunteers associated with the operation of programs and/or activities for the Licensee have passed a Level 2 background check must be received no later than fourteen (14) days prior to the start of the particular program. No additional operational participants shall be utilized by the Licensee without the Licensee first submitting the required letter to the Town Manager.

- 7.5. Licensee shall, upon receipt of a written request from the Town, immediately exclude any employee of Licensee from working on the Program.

**Section 8. Security.**

- 8.1. Licensee shall be responsible for providing at its sole cost, all security during the Term necessary to protect the Property and persons therein. The Town shall have sole discretion and be the final authority in determining the security needs and/or requirements based on the Program.
- 8.2. Where an armed security officer(s) is required, the Licensee shall contract with the Miami Lakes Police Department for off-duty police officers.

**Section 9. Alterations and Improvements.**

- 9.1. Licensee shall not make any permanent or temporary alterations, improvements or additions to the Property, including all signs and banners, without the prior written consent of the Town Manager. Any alteration, improvement or addition to the Property approved by the Town Manager shall be designed, constructed with appropriate permitting, installed, and maintained in a good, safe and workmanlike manner, and shall be provided solely at the Licensee's expense.
- 9.2. Unless otherwise agreed in writing by the Town, any alteration, improvement or addition to the Property made by Licensee shall be removed by Licensee at the expiration date or earlier termination date of the Agreement. If the Town desires to retain any alteration, Town shall notify Licensee in writing of its intent prior to the termination date of this Agreement.

**Section 10. Insurance.**

Commencing upon its execution of this Agreement and all times during the Term, Licensee shall carry the following insurance:

- 10.1. General liability insurance in an amount no less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, and automobile insurance for owned and non-owned vehicles in an amount not less than \$300,000. The liability policy to be provided by Licensee must be written by a carrier rated B and Class V or better as rated by A.M. Best Oldwick, New Jersey, or its equivalent. The required insurance policies must name the Town as an additional insured and loss payee, refer specifically to this Agreement, and must provide that the policy cannot be materially altered or canceled without thirty (30) days written notice to Town.



**Section 11. Damage and Restoration.**

11.1. In the event of any damage by the Licensee or any of its representatives, including but not limited to; employees, contractors, volunteers, program spectators, guests and participants, the Licensee shall be responsible for restoring the Property or any other damaged area to its pre-existing condition prior to the damage.

**Section 12. Indemnification.**

12.1 The Licensee shall indemnify and hold harmless the Town, its officers, agents employees, and representatives 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 Agreement resulting from the delivery or non-delivery of the Program, or caused by negligence, recklessness, intentional misconduct, or any act or omission of the Licensee or anyone directly or indirectly employed by Contractor or anyone for whose acts the Licensee may be liable. The Licensee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Licensee shall 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.

12.2 The Licensee agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Licensee in which the Town participated either through review or concurrence of the Licensee's Program.

12.3 The Town shall not be held responsible for Licensee's equipment or property left or located on the Property.

12.3 The provisions of this Section shall survive the termination or expiration of this Agreement.

**Section 13. Assignment.**

Licensee shall not assign, transfer, or otherwise dispose of this Agreement, or any portion thereof, or permit the Property to be occupied by other organizations, entities or persons.

**Section 14. Town Right to Observe and Inspect.**

Town shall have the right, but not the obligation, at all times to have one or more of its representatives present at the Property to observe the Licensee's use of the Property and make any inspections the Town deems necessary. The purpose of such observations and inspections is to ensure the Licensee's compliance with the terms and conditions of this Agreement.

**Section 15. Non-Discrimination.**

Licensee shall not unlawfully discriminate against any person, shall provide equal opportunities for employment and equal opportunities for access to and participation in the Program(s). Licensee shall not discriminate against any person or group and shall comply with all applicable provisions of the Americans with Disabilities.

**Section 16. Notices.**

Whenever either party desires to give written notice to the other relating to the Agreement, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed received on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service.



For Town:

Mr. Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
(305)-364-6100  
[reya@miamilake-fl.gov](mailto:reya@miamilake-fl.gov)

Mr. Gary Fabrikant  
Procurement Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
(305)-364-6100  
[fabrikantg@miamilake-fl.gov](mailto:fabrikantg@miamilake-fl.gov)

For Licensee:

Alfred Sanchez  
CEO  
The Young Men's Christian Association of Greater Miami, Inc.  
d/b/a YMCA of Greater Miami  
730 NW 107<sup>th</sup> Avenue, Suite 200  
Miami, FL 33172  
(305) 357-4000

**Section 17. Entire Agreement.**

This Agreement, including the attached exhibits, contains all of the terms, covenants, conditions and agreements between Town and Licensee relating in any manner to the use and occupancy of the Property by Licensee. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of the Agreement shall not be altered, changed, modified or amended, except in writing signed by Town and Licensee.

**Section 18. No Waiver.**

The failure by any party to insist in any one or more instances upon the strict performance of any covenant, agreement, term, provision or condition of this Agreement shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, or condition, but the same shall continue and remain in full force and effect. No waiver by Town or Licensee of any condition shall be deemed to have been made unless expressed in writing and signed by the waiving party.

**Section 19. Independent Contractor.**

Nothing herein contained shall be deemed in any way to constitute Town or Licensee a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other. For all intents and purposes hereunder, Licensee shall be considered an independent contractor.

**Section 20. Severability.**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be





enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the parties.

**Section 21 Authority to Execute.**

Town and Licensee each warrant and represent to the other that the individuals signing this Agreement on behalf of the Town and Licensee, respectively, have full power and authority to execute and deliver the Agreement and to bind the respective parties hereto.

**Section 22. Governing Law; Venue; Waiver of Jury Trial.**

- 22.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.
- 22.2 The parties agree that venue for any legal action instituted in connection with this Agreement shall be in Miami-Dade County, Florida.
- 22.3 THE PARTIES HEREBY EXPRESSLY, KNOWINGLY, AND IRREVOCABLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.



**Town of Miami Lakes  
License and Use Agreement**

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

Attest:

TOWN OF MIAMI LAKES

By: \_\_\_\_\_  
Marjorie Tejada, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

Signed, sealed and witnessed in the presence of:

As to the Licensee:

The Young Men's Christian Association of Greater Miami, Inc. d/b/a YMCA of Greater Miami

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

March 17, 2014

Katya Lysak  
Leisure Services Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

Dear Ms. Lysak,

Please find enclosed a proposal for the offering of Summer Camp programs at Royal Oaks Park beginning on June 9, 2014 and ending on August 15, 2014.

The Y is a well established organization with a rich history of nearly 100 years serving communities throughout Miami-Dade County. Our organization 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.

Thank you for your consideration. Please feel free to contact me at 305-357-6622 ext. 1116 or [bsheafer@ymcamiami.org](mailto:bsheafer@ymcamiami.org) should you have any questions or concerns. We look forward to working with you this summer.

Sincerely,

Brian Sheaffer  
Vice President  
Children's Services

Encl.



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FOR SOCIAL RESPONSIBILITY

## PROPOSAL

### **Purpose:**

Proposal for cooperative agreement between YMCA of Greater Miami and Town of Miami Lakes, Royal Oaks Park for the offering of Summer Camp Programs.

### **Summer Camp Overview:**

YMCA of Greater Miami is dedicated to providing high-quality and affordable summer camp programs. Our full day camps offer a wide spectrum of experiences including sing-a-longs, arts & crafts, reading & learning, sports & games, field trips and swim days. Enhanced learning opportunities are instructed daily by certified teachers including subject areas in reading and math. Qualified camp counselors promote social development by incorporating character values into all activities. The Spark Curriculum is used to engage children in daily physical activity and encourage active lifestyles. A healthy snack is provided daily. Camp programs are funded in part by The Children's Trust.

### **A Commitment to Children's Safety and Protection:**

At the YMCA of Greater Miami parents can rest assured their child's safety is our main concern. YMCA staff members are all background checked and fingerprinted. Once approved, each staff member undergoes our very own YMCA training including but not limited to areas of child development, curriculum instruction and health and safety.

**Program Location:** Royal Oaks Park, 16500 NW 87<sup>th</sup> Ave., Miami Lakes, FL 33014

**Program Duration:** June 9, 2014 – August 15, 2014

**Program Description:** This fee based camp program will operate Monday through Friday from 7am to 6pm. The program will be closed July 4, 2014 in observance of Independence Day. The camp is open to children ages 5 to 12 years. Camp program formats will be as follows:

Champion Sports YMCA Camp – This camp teaches basic fundamentals of a wide variety of sports including basketball, soccer, baseball, football and more. Campers will learn the value of teamwork and sportsmanship in a positive and non-competitive environment.



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FOR SOCIAL RESPONSIBILITY

Dance Express! YMCA Camp – Children will learn modern, jazz and hip-hop routines to the latest selection of music. Campers will participate in an end of the summer performance.

**Program Fee:** \$115 per child per week

**Considerations:** YMCA will administer and oversee the program and provide all program supplies/equipment, staff and marketing materials.

Town of Miami Lakes will provide use of one indoor general purpose room, tables, chairs and outdoor field space for physical activities.

**YMCA Contact:** Brian Sheaffer  
Vice President of Children's Services  
YMCA of Greater Miami  
730 NW 107<sup>th</sup> Ave  
Miami, FL 33172  
Phone: 305-357-6622 ext. 1116  
E-mail: bsheafer@ymcamiami.org

## Town of Miami Lakes License and Use Agreement

**THIS LICENSE AND USE AGREEMENT** ("Agreement") is entered into this ( 8 ) day of April, 2014 by and between the Town of Miami Lakes, a Florida municipal corporation ("Town") and the Young Men's Christian Association of Greater Miami, Inc. d/b/a YMCA of Greater Miami ("Licensee"), a Florida not-for-profit organization located at 730 NW 107<sup>th</sup> Avenue, Suite 200, Miami, Florida 33172.

**WHEREAS**, the Town is the operator of Royal Oaks Park and Roberto Alonso Community Center located at 16500 NW 87<sup>th</sup> Avenue, Miami Lakes, FL 33016 ("Property"); and

**WHEREAS**, The Town has agreed to allow the Licensee to utilize a portion of the Property as described in Section "3" for the program and activities as described in Section "3" ("Program").

**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:

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Florida Statutes. Additionally, Licensee shall conduct background investigations in accordance with the Town's Administrative Order #07-01 for all staff and/or volunteers associated with the operation of programs and/or activities for the Licensee prior to any of the foregoing having any contact with program participants. Licensee may select a professional vendor and/or organization of their choosing, with all costs to be borne by the Licensee, for the purpose of conducting of said background investigations; however, required background investigations shall be completed by a vendor/organization approved by the Town Manager. It is recommended that Licensee select one (1) Licensee official to confidentially process and receive information regarding the background investigations. Any person resulting in a negative background investigation may not participate in Licensee's programs and/or activities. An affidavit indicating all staff and volunteers associated with the operation of programs and/or activities for the Licensee have passed a Level 2 background check must be received no later than fourteen (14) days prior to the start of the particular program. No additional operational participants shall be utilized by the Licensee without the Licensee first submitting the required letter to the Town Manager.

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

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11.1. In the event of any damage by the Licensee or any of its representatives, including but not limited to; employees, contractors, volunteers, program spectators, guests and participants, the Licensee shall be responsible for restoring the Property or any other damaged area to its pre-existing condition prior to the damage.

**Section 12. Indemnification.**

12.1 The Licensee shall indemnify and hold harmless the Town, its officers, agents employees, and representatives 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 Agreement resulting from the delivery or non-delivery of the Program, or caused by negligence, recklessness, intentional misconduct, or any act or omission of the Licensee or anyone directly or indirectly employed by Contractor or anyone for whose acts the Licensee may be liable. The Licensee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Licensee shall 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.

12.2 The Licensee agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Licensee in which the Town participated either through review or concurrence of the Licensee's Program.

12.3 The Town shall not be held responsible for Licensee's equipment or property left or located on the Property.

12.3 The provisions of this Section shall survive the termination or expiration of this Agreement.

**Section 13. Assignment.**

Licensee shall not assign, transfer, or otherwise dispose of this Agreement, or any portion thereof, or permit the Property to be occupied by other organizations, entities or persons.

**Section 14. Town Right to Observe and Inspect.**

Town shall have the right, but not the obligation, at all times to have one or more of its representatives present at the Property to observe the Licensee's use of the Property and make any inspections the Town deems necessary. The purpose of such observations and inspections is to ensure the Licensee's compliance with the terms and conditions of this Agreement.

**Section 15. Non-Discrimination.**

Licensee shall not unlawfully discriminate against any person, shall provide equal opportunities for employment and equal opportunities for access to and participation in the Program(s). Licensee shall not discriminate against any person or group and shall comply with all applicable provisions of the Americans with Disabilities.

**Section 16. Notices.**

Whenever either party desires to give written notice to the other relating to the Agreement, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed received on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service.



For Town:

Mr. Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
(305)-364-6100  
[reya@miamilake-fl.gov](mailto:reya@miamilake-fl.gov)

Mr. Gary Fabrikant  
Procurement Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
(305)-364-6100  
[fabrikantg@miamilake-fl.gov](mailto:fabrikantg@miamilake-fl.gov)

For Licensee:

Ralph Yohe  
Interim President and CEO  
The Young Men's Christian Association of Greater Miami, Inc.  
d/b/a YMCA of Greater Miami  
730 NW 107<sup>th</sup> Avenue, Suite 200  
Miami, FL 33172  
(305) 357-4000

**Section 17. Entire Agreement.**

This Agreement, including the attached exhibits, contains all of the terms, covenants, conditions and agreements between Town and Licensee relating in any manner to the use and occupancy of the Property by Licensee. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of the Agreement shall not be altered, changed, modified or amended, except in writing signed by Town and Licensee.

**Section 18. No Waiver.**

The failure by any party to insist in any one or more instances upon the strict performance of any covenant, agreement, term, provision or condition of this Agreement shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, or condition, but the same shall continue and remain in full force and effect. No waiver by Town or Licensee of any condition shall be deemed to have been made unless expressed in writing and signed by the waiving party.

**Section 19. Independent Contractor.**

Nothing herein contained shall be deemed in any way to constitute Town or Licensee a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other. For all intents and purposes hereunder, Licensee shall be considered an independent contractor.

**Section 20. Severability.**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be



enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the parties.

**Section 21 Authority to Execute.**

Town and Licensee each warrant and represent to the other that the individuals signing this Agreement on behalf of the Town and Licensee, respectively, have full power and authority to execute and deliver the Agreement and to bind the respective parties hereto.

**Section 22. Governing Law; Venue; Waiver of Jury Trial.**

- 22.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.
- 22.2 The parties agree that venue for any legal action instituted in connection with this Agreement shall be in Miami-Dade County, Florida.
- 22.3 THE PARTIES HEREBY EXPRESSLY, KNOWINGLY, AND IRREVOCABLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.




**Town of Miami Lakes  
License and Use Agreement**

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

Attest:

TOWN OF MIAMI LAKES

By:   
Marjorie Tejada, Town Clerk


By:   
Alex Rey, Town Manager

Signed, sealed and witnessed in the presence of:

As to the Licensee:

The Young Men's Christian Association of Greater Miami, Inc. d/b/a YMCA of Greater Miami

By: 

By:   
Name: Ralph Yohe  
Title: Interim President/CEO

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