



Item No. 136

AGENDA ITEM REQUEST FORM

Town Manager

Connie Hoffmann

Department Submitting Request

Dept Head's Signature

REGULAR
COMMISSION MTG
Meeting Dates - 7:00 PM

DEADLINE TO
Town Clerk

ROUNDTABLE/
SPECIAL MEETING
Meeting Dates / TIME

DEADLINE TO
Town Clerk
7 Days Prior (noon)

- July 12, 2011
- July 26, 2011 SPECIAL BUDGET 5:30 PM
- July 26, 2011
- Aug 23, 2011
- Sept 12, 2011 1st PUBLIC HEARING
- Sept 13, 2011
- Sept 26, 2011 2nd PUBLIC HEARING
- Sept 27, 2011

- July 01 (5:00 pm)
- July 15 (5:00 pm)
- July 15 (5:00 pm)
- Aug 12 (5:00 pm)
- Sept 01 (5:00 pm)
- Sept 02 (5:00 pm)
- Sept 15 (5:00 pm)
- Sept 16 (5:00 pm)

- Insert Date/Time

- Presentation
- Resolution
- Reports
- Quasi Judicial
- Consent
- Old Business
- Ordinance
- New Business

FY2011 DESIGNATED HIGH PRIORITY ITEM
PRIORITY TOPIC:

SUBJECT TITLE: A RESOLUTION EXTENDING THE SERVICE AGREEMENT FOR THE SENIOR CENTER WITH ARMILIO BIEN-AIME'S

EXPLANATION: IN 2009, the Town issued an RFP for a contractor to manage the operation of the Town's community center and Armilio Bien-Aime was the only respondent. The Town's contract with him was for a term of one year, but provided it could be renewed by mutual consent with no limitation on the number of renewals. His contract expires on September 30th of each year. When I advised him that the Town wished to renew his contract for FY 2012, he asked that the Town extend his contract for three years, rather than the one year at a time option contained in the contract. The Town Attorney has advised that would require an amendment to the contract and has prepared such an amendment for your consideration. The programs he offers at our community center are well-received and I have no problem with his request. The contract would continue to contain a provision that the Town (or Mr. Bien-Aime) can terminate the agreement for convenience "at the end of the next full calendar month subsequent to the month in which the notice was received".

EXHIBITS: RESOLUTION # 2011-34

Reviewed by Town Attorney
 Yes No

Town Manager Initials CH

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RESOLUTION 2011-34

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, AUTHORIZING A SERVICE
AGREEMENT BETWEEN THE TOWN OF LAUDERDALE-
BY-THE-SEA AND BIEN-AIME, INC. TO OPERATE THE
COMMUNITY CENTER; DIRECTING THE
APPROPRIATE TOWN OFFICIALS TO EXECUTE THE
AGREEMENT; AUTHORIZING THE TOWN MANAGER
TO IMPLEMENT THE TERMS AND CONDITIONS OF
THE AGREEMENT AND TO EXPEND BUDGETED
FUNDS; PROVIDING FOR CONFLICTS, SEVERABILITY,
AND FOR AN EFFECTIVE DATE**

17 **WHEREAS**, the Town of Lauderdale-By-The-Sea (the “Town”) seeks to enter into the
18 Second Amendment And Renewal Of Service Agreement with Bien-Aime Inc. (the
19 “Agreement”) to operate the community center, which renews the agreement for a period of
20 thirty-six (36) months; and

21 **WHEREAS**, the Town Commission finds approval of this Agreement to be in the best
22 interests of the Town.

23 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
24 THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**

25 **Section 1. Recitals.** Each “WHEREAS” clause set forth is true and correct, and
26 herein incorporated by this reference.

27 **Section 2. Execution of Agreement.** The Town Manager is hereby authorized to
28 execute the Agreement on behalf of the Town in substantially the form attached hereto as Exhibit
29 “A”, with such non-material changes as may be approved by the Town Manager and Town
30 Attorney, and to execute any related required agreements or documents to implement the terms
31 and conditions of the Agreement, subject to the approval as to form and legality by the Town
Attorney.

32 **Section 3. Authorized Individuals.** The Town Manager and her designee and the
33 Town Attorney are authorized to take all actions necessary to implement the terms of the
34 Agreement and any extensions or amendments thereto.

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

37 **Section 5. Conflict.** All resolutions or parts of resolutions in conflict herewith are
38 hereby repealed to the extent of such conflict.

39 **Section 6. Severability.** If any clause, section or other part of this resolution shall
40 be held by any court of competent jurisdiction to be unconstitutional or invalid, such
41 unconstitutional or invalid part shall be considered as eliminated and in no way affecting the
42 validity of the other provisions of this resolution.

43 **Section 7. Effective Date.** This resolution shall become effective immediately upon
44 its passage.

45 **PASSED AND ADOPTED** this _____ day of _____, 2011.

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Attest: _____
Mayor Roseann Minnet

Town Clerk, June White, CMC
(CORPORATE SEAL)

APPROVED AS TO FORM AND LEGALITY:

Susan L. Trevarthen, Town Attorney

SECOND AMENDMENT AND RENEWAL OF SERVICE AGREEMENT
Bien-Aime Inc.

This Second Amendment to Service Agreement between Lauderdale-By-The-Sea, Florida, a municipal corporation of the State of Florida (the "Town") and Bien-Aime, Inc., a corporation authorized to do business in Florida (the "Operator"), is made and entered into as of _____.

WITNESSETH

WHEREAS, on or about November 10, 2009, the Town entered into a Service Agreement ("Service Agreement") with Operator to operate the Community Center, formerly known as the Senior Center, located at Jarvis Hall; and

WHEREAS, Article 4 of the Service Agreement provides that the Service Agreement may be renewed; and

WHEREAS, the parties amended the Service Agreement to extend the term for an additional twelve (12) month period commencing October 1, 2010, and to adjust the compensation provided to the Operator; and

WHEREAS, the parties desire to amend the Service Agreement a second time, to extend the term for one (1) additional thirty-six month period commencing October 1, 2011, to remove the right to additional renewals without Town Commission approval, and to reflect the Operator's obligation to submit a budget each year of the additional term.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Second Amendment and Renewal, the parties hereby amend the Service Agreement to read as follows:

Section 1. Amendment to Agreement. The parties hereby agree the following sections of the Service Agreement are amended to read as follows:¹

* * * * *

3.5 Contractor shall submit a budget to the Town on or before December 1 for each year of the term of this Agreement, for use in the Town's Community Development

Block Grant application to Broward County for the operation of the senior program in each Fiscal Year.

* * * * *

4.1 This Agreement shall take effect as of October 1, 2011, hereinafter referred to as the "Commencement Date. This Agreement shall be for a term of thirty-six (36) months.

* * * * *

10.0 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, by hand delivery or by facsimile transmission with confirmation or receipt, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Town designate the following as the respective places for giving of notice:

For Town: Constance Hoffmann, Town Manager
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-776-0576
Facsimile: 954-776-1857

Copy to: Susan L. Trevarthen, Town Attorney
200 East Broward Blvd. Suite 1900
Fort Lauderdale, Florida 33301
Telephone: 954-763-4242
Facsimile: 954-764-7700

* * * * *

20.0 **Contractor Compliance.** CONTRACTOR acknowledges a certain agreement ("Funding Agreement") between TOWN and Broward County relating to partial funding of the Community Center for each year of its operation under this Agreement. CONTRACTOR agrees at all times during performance under this Agreement to adhere and comply with all terms and provisions of the Funding

Agreement, including, by example and not limitation, all requirements in the Funding Agreement related to "subgrantee" and any contractors of subgrantee. The original Funding Agreement is attached hereto as Exhibit "A" and each subsequent Funding Agreement that may be entered into for each year of the term of this Agreement shall be considered incorporated herein for all purposes. . . .

* * * * *

Section 2. No Further Modifications. All other provisions of the Service Agreement, other than as specifically addressed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Second Amendment and Renewal upon the terms and conditions above stated on the day and year first above written.

TOWN:

By: _____
Constance Hoffmann, Town Manager

Date: _____

Approved as to form and legal sufficiency for the use and benefit of Lauderdale By-The-Sea:

By: _____
Town Attorney Susan L. Trevarthen

Date: _____

Attest:

By: _____
Town Clerk June White, CMC

Date: _____

OPERATOR:

By:


Arnilio Bien-Aime

Date:

9/22/11