



**CITY OF HOLLYWOOD, FLORIDA**  
**PROCUREMENT SERVICES DIVISION**

**DATE:** May 7, 2015 **FILE:** PR-15-138

**TO:** Chuck Ellis, Director, Parks, Recreation and Cultural Arts

**VIA:** Joel Wasserman, Director, Procurement Services *Joel*

**FROM:** Robert Lowery, Contracts Officer, Procurement Services *RL*

**SUBJECT:** Agreement Contract Renewal for After School Program and Summer Camp Program-Sunshine After-School Child Care, Inc – RFP-4267-11-JE

**ISSUE:**

The current period of the above contract expires June 22, 2015. The contract is renewable for a one (1) year period if it is determined to be in the City's best interest and the vendor agrees to the renewal in writing.

**EXPLANATION:**

Notification of Intent to Renew must be mailed to the vendor thirty (30) calendar days in advance of the contract expiration date. Accordingly, it is requested that you give this matter your immediate attention thereby providing a timely reply to preclude contract expiration.

If you do not want to renew this contract, please explain the reason(s) in a separate memo. Also note that this contract will expire on the date mentioned above and if a new contract is to be established, you must submit bid specifications.

**RECOMMENDATION:**

Please reply as soon as possible by returning this memo appropriately filled out, signed and dated along with the attached Contract Renewal Evaluation Form.

Date: 05-08-15

To: Robert Lowery, Procurement Services

The Director of PRCA recommends the following:

☒ RENEW the contract under the same terms and conditions. The Budget Account Number to be charged is 01.3100.00000.347.00140 or 00141 (revenue account) *ending June 10, 2016*

☐ DO NOT renew this contract. See attached memo explaining the reason(s).

☐ DO NOT renew this contract. DO NOT prepare a replacement bid (items/services no longer needed).

☐ Estimated: annual usage/expenditure is N/A - pay revenue to city.

By: *S. Vasquez*

Title: Assistant Director



## CITY OF HOLLYWOOD, FLORIDA

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### PROCUREMENT SERVICES DIVISION

#### Department/Office Contract Renewal Evaluation

Date: <u>05-08-15</u>	
Department/Office: <u>P.R.C.A.</u>	Division/Area: <u>3161</u>
Contact Person: <u>D. VAZQUEZ</u>	Title: <u>Assistant Director</u>
Contact phone number: <u>954.3404</u>	Contact Email: <u>dvazquez</u>
Purchase Order/Blanket Purchase Order #: <u>N/A</u>	
Contract Expiration Date: <u>06-22-15</u>	
Vendor: <u>Sunshine After School Child Care</u>	Contact Person: <u>Colleen M. Gulla</u>
Contact phone number: <u>954.236.8850</u>	Contact Email:
Good/Service:	Solicitation #: <u>RF-4267-11-5E</u>

1. How would you rate the quality of goods/services?

☐ Excellent
 ☒ Good
 ☐ Satisfactory
 ☐ Poor

2. How would you rate the courteousness vendor's personnel?

☐ Excellent
 ☒ Good
 ☐ Satisfactory
 ☐ Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?  
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
Overall Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frequency of Contact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to request	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Are all goods/services on the contract being performed at the agreed upon time and manner?

☒ Yes
 ☐ No

If no, please explain?

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5. If you contacted the vendor, were all your questions or any issues resolved to your complete satisfaction?

☒ Yes
 ☐ No
 ☐ Did not need to contact

If no, please explain?

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**CITY OF HOLLYWOOD, FLORIDA**  
**PROCUREMENT SERVICES DIVISION**

Department/Office  
Contract Renewal Evaluation

6. Has the <sup>payments</sup> ~~invoicing~~ been timely, accurate and in accordance with the contract?

☒ Yes ☐ No

If no, please explain?

7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?

☒ Yes ☐ No

If no, please explain?

8. Please state any additional comments about your experience with this vendor and the goods/services provided:

*The vendor has provided a good service.*

Department/Office Director's Name: Chuck Ellis

Department/Office Director's Signature: Chuck Ellis 5-7-15



## CITY OF HOLLYWOOD, FLORIDA

### Procurement Services Division

2600 Hollywood Blvd. • Room 303 • P. O. Box 229045 • Hollywood, Florida 33022-9045  
Phone (954)921-3299 • Fax (954)921-3086

May 7, 2015

Sunshine Afterschool Child Care, Inc  
Attn: Janice Doughty  
7900 Peters Road, Bldg. B-Suite 200  
Plantation, FL 33324

Dear Vendor:

Our Agreement for After School Program and Summer Camp Program based upon Request for Proposal No. 4267-11-JE, expires on June 22, 2015.

The Procurement Services Division would like to renew the agreement for a one (1) year renewal period under the terms and conditions utilizing Request for Proposal No. 4267-11-JE.

Please advise your interest in renewing this Agreement by marking the appropriate response, signing, and returning this correspondence.

If you are unable to renew this agreement, please explain reason(s) in a separate letter.

Thanks for your help with this matter and as always, please call me at 954-921-3552 if you have questions.

A response as soon as possible would be appreciated.

Sincerely,

Robert Lowery, Procurement Contracts Officer  
Procurement Services Division

RL/dm

I agree: Colleen ne Gulla

I disagree: \_\_\_\_\_

Name: Colleen ne Gulla, Exec. Director  
(Typed or Printed & signature)

Date: 5/11/15

2015 MAY 18 PM 2:54  
CITY OF HOLLYWOOD  
PROCUREMENT SERVICES  
DIVISION



April 1, 2015

Chuck Ellis, Director  
Honorable Mayor and Council Members  
City of Hollywood  
1411 S. 28<sup>th</sup> Avenue  
Hollywood, FL 33020

Dear Mr. Ellis,

Sunshine After School Child Care Programs, Inc. respectfully submits this letter of intent to you, the Honorable Mayor of Hollywood, and the City of Hollywood Council Members, for the purpose of this year's renewal of our current RFP contract agreement with the City of Hollywood. The purpose of this renewal letter is to continue with our contract agreement for the operation of our After School Care programs, non-school day camp programs, and winter, spring, and summer camps throughout the 2015-2016 school year.

It is the intent of Sunshine After School Child Care Programs to continue to uphold all of the conditions and responsibilities as outlined in the original contract agreement between the City of Hollywood and Sunshine After School Child Care, Inc.

It is our goal to continue to provide safe, quality, affordable year round child care services for the City of Hollywood's students and families.

If you have any further questions or concerns, please feel free to contact me at (954) 295-4119.

Sincerely,

Colleen M. Gulla  
Executive Director

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** July 2, 2014  
**FROM:** Jeffrey P. Sheffel, City Attorney  
**SUBJECT:** Proposed Agreement with Sunshine After School Child Care, Inc.

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I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Parks, Recreation and Cultural Arts
  - 2) Type of Agreement – Contract
  - 3) Method of Procurement (RFP, bid, etc.) – RFP 4267-11-JE
  - 4) Term of Contract
    - a) initial – Three years
    - b) renewals (if any) – Two additional one-year periods (This is first renewal period)
    - c) who exercises option to renew – City
  - 5) Contract Amount – Contractor shall pay 25% of gross receipts from summer camp programs and 5% gross receipts from after school programs and will be responsible for all operating costs.
  - 6) Termination Rights – Either party may terminate with cause.
  - 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
  - 8) Scope of Services – Contractor shall operate after school and summer camp program services at City recreation facilities.
  - 9) Other Significant Provisions – n/a
- cc: Cathy Swanson-Rivenbark, City Manager



R-2011-104  
5/4/11

**AGREEMENT  
BETWEEN  
CITY OF HOLLYWOOD, FLORIDA  
AND  
SUNSHINE AFTER SCHOOL CHILD CARE, INC.  
FOR  
AFTER SCHOOL PROGRAM AND SUMMER CAMP PROGRAM**

This Agreement made and entered into this 22 day of June, 2011 by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and SUNSHINE AFTER SCHOOL CHILD CARE, INC. (hereinafter "Vendor").

WHEREAS, City issued Request for Proposal No. 4267-11-JE (hereinafter the "RFP") for After School Program and Summer Camp Program; and

WHEREAS, Vendor submitted a proposal in response to the RFP; and

WHEREAS, the City of Hollywood City Commission approved Resolution R-2011-104 which authorized the appropriate City Officials to execute an agreement with the Vendor for the operation of the After School Program and Summer Camp Program; and

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I - INCORPORATION OF DOCUMENTS**

The RFP (Exhibit A), the proposal submitted by Vendor (Exhibit B), including any addenda (Exhibit C) (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**ARTICLE II - INDEMNIFICATION**

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Vendor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Vendor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP Document. Nothing in this Agreement or under the RFP Documents shall be construed to affect in any way the City's rights, privileges, and

immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

#### ARTICLE III - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

#### ARTICLE IV - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### ARTICLE V - ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### ARTICLE VI - NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Chuck Ellis, Director  
Department of Parks, Recreation and Cultural Arts  
1405 South 28<sup>th</sup> Avenue  
Hollywood, Florida 33020

City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020

with a copy to:

Jeffrey P. Sheffel, City Attorney

City of Hollywood  
2600 Hollywood Boulevard, Room 407  
Hollywood, Florida 33020



and if sent to Vendor, such notices shall be mailed to:

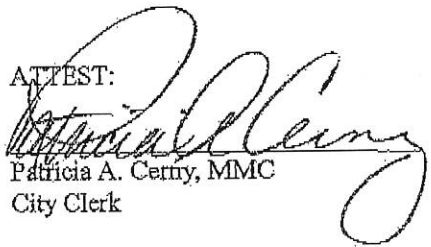
Sunshine After School Child Care, Inc.  
Attn: Janice Doughty, President/CEO  
7900 Peters Road, Building B-Suite 200  
Plantation, FL 33324

#### ARTICLE VII - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

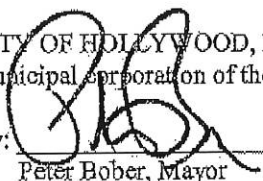
ATTEST:

  
Patricia A. Cerny, MMC  
City Clerk

APPROVED AS TO FORM & LEGALITY  
for the use and reliance of the City of  
Hollywood, Florida only.

  
Jeffrey P. Sheffel, City Attorney

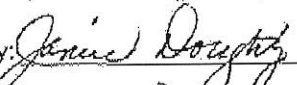
CITY OF HOLLYWOOD, FLORIDA, a  
municipal corporation of the State of Florida

By:   
Peter Bober, Mayor

DEPARTMENT OF FINANCIAL SERVICES

  
MATTHEW LALLA, DIRECTOR

SUNSHINE AFTER SCHOOL CARE,  
INC., a Florida corporation

By:   
Janice Doughty  
Name typed, printed or stamped  
Title: President / CEO