

R-2016-114

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

This Agreement made and entered into this 13 day of May, 2016, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and Sunshine After Care School Child Care, Inc., a Florida corporation authorized to do business in the State of Florida whose Federal I.D. Number is 65-0978444 (hereinafter "Vendor").

WHEREAS, City issued RFP No. 4502-16- RL ("RFP") seeking a qualified individual or firm to operate the City's AfterCare and Summer Camp Programs; and

WHEREAS, Vendor submitted a response to the RFP

WHEREAS, on April 20, 2016, the City Commission passed and adopted Resolution No. R-2016-114 awarding the RFP to Vendor and authorizing the parties to execute an agreement for said services;

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

**ARTICLE I
INCORPORATION OF RFP DOCUMENTS**

The RFP, including any addenda thereto, the bid response submitted by Vendor, 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. In the event of conflict the terms of the RFP shall prevail.

**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 RFP No. 4502- 16-R1;. 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 TERMINATION

The City may terminate this Agreement with or without cause effective thirty (30) days from the date of written notice to Vendor.

ARTICLE IV 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

ARTICLE V 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 VI ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement along with the IFB documents and 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 VII NOTICE

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

Director of Parks, Recreation and Cultural Arts
City of Hollywood
1405 S. 28th Avenue
Hollywood, Florida 33021

with a copy to:

City Attorney
City of Hollywood
2600 Hollywood Boulevard
Suite 407
Hollywood, Florida 33020,



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

7900 Peters Road Bldg. B-10
Plantation, FL 33324

ARTICLE VIII
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.

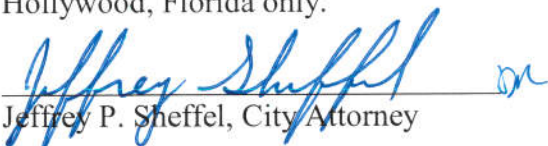
ATTEST:


Patricia A. Cerny, MMC
City Clerk

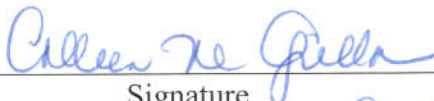
CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

By: 
Wazir A. Ishmael, Ph.D., City Manager

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


Jeffrey P. Sheffel, City Attorney

Sunshine After School Child Care, Inc.

By: 
Signature
Print Name: Colleen M. Gulla
Title: President / ex. Director