

NOTE: A request form is available from the Deputy Town Clerk or on the Town's website; please fill it in and return it no later than the "Public Comment" section of the meeting if you would like to address the Town Council. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please mute or turn off your cell phone or electronic devices at the start of the meeting. Thank you.

**TOWN OF BAY HARBOR ISLANDS
MORRIS N. BROAD COMMUNITY CENTER
1175 95TH STREET
BAY HARBOR ISLANDS, FL 33154**

**SPECIAL COUNCIL MEETING
AGENDA**

July 25, 2024
6:00 PM

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts, or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

SPECIAL NOTICE

A Special Council Meeting of the Town Council of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform, on Thursday, July 25, 2024, at 6:00 p.m.

"In an effort to provide greater public access and comment on pending matters, the Town of Bay Harbor Islands is providing a Zoom link to enable members of the public to comment on pending items on the Town Council agenda. Zoom access is provided under the same terms and conditions as in-person access, including length of time and decorum. Anyone desiring to be heard may utilize the Zoom link. However, members of the public must understand that the provision of Zoom access for comments is a courtesy, not a vested right, and that access is provided subject to the availability and functionality of the Town's equipment. There is no guarantee that internet service will be reliable or that the Town's equipment will function as intended. In the event that the Zoom access is unavailable or interrupted for any reason, the Town Council meeting will still proceed forward, and will not be stopped or rescheduled in any regard. Those wishing to be absolutely certain that their comments are heard by the Town Council should present themselves in person at the Council meeting and seek recognition, or alternatively, should submit their comments in advance of the meeting in writing to the Town Clerk, and ask that they be read into the record, subject to the above terms and conditions, such as length and decorum. The validity of any actions taken by the Town Council will in no way be affected by the use or functionality of Zoom access for comments."

Zoom Link: <https://us06web.zoom.us/j/83475521594>

Meeting ID: 834 7552 1594

To request to speak during Public Comment, please utilize the "raise your hand" Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free numbers below:

US Toll Free Numbers: 877 853 5247 or 888 788 0099
For higher quality, dial a number based on your current location:
US: 1 305 224 1968 or 1 646 558 8656 or 1 301 715 8592

Meeting ID: 834 7552 1594
Participant ID: Press the # key.

To request to speak: Dial *9 on your telephone device to activate the “Raise your Hand” feature on the Zoom platform.

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at yhamilton@bayharborislands-fl.gov prior to 4:00 p.m. on the day of the meeting.

CALL TO ORDER: Approximately 6:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL

1. **Consideration and Approval** of a Resolution adopting the proposed Millage Rate for FY 2024-2025 and setting the dates and times for the Tentative Budget Public Hearing and the Final Budget Public Hearing, pursuant to FS 200.065. It is suggested the Tentative Budget Hearing be held on September 12th at 6:00 p.m. and the Final Budget Hearing on September 26th at 7:30 p.m. Enclosed is a copy of the Resolution.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, DETERMINING THE TOWN’S PROPOSED MILLAGE RATES AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, AND SETTING THE DATE, TIME, AND PLACE OF PUBLIC HEARINGS TO ADOPT THE TENTATIVE AND FINAL MILLAGE AND BUDGET FOR FISCAL YEAR 2024-2025; DIRECTING THE TOWN CLERK AND THE TOWN MANAGER TO FILE THIS RESOLUTION WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AUTHORIZING THE TOWN MANAGER TO CHANGE THE BUDGET HEARING DATES IF NECESSARY; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

2. **Consideration and Approval** of a Resolution ratifying approval of an agreement with the YMCA of South Florida, Inc for providing community programming services. The signed contract is attached subject to approval by the Town Council. Enclosed is a copy of the proposed Resolution.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AND RATIFYING A CONTRACT WITH YMCA OF SOUTH FLORIDA, INC. TO PROVIDE TOWN COMMUNITY PROGRAMMING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

3. **Consideration and Approval** of a Resolution approving an Employment Agreement between the Town of Bay Harbor Islands and Town Manager Jenice Rosado. Enclosed is a copy of the Employment Agreement.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT WITH TOWN MANAGER JENICE ROSADO; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING EXECUTION OF THE AGREEMENT, AUTHORIZING EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

4. **Discussion** and possible action regarding weight restrictions on the Broad Causeway Bridge. Sponsored by Council Member Teri D'Amico.

ADJOURNMENT: Approximately 8:00 p.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

July 25, 2024

ITEM NUMBER: 1.

ITEM: Consideration and Approval of a Resolution adopting the proposed Millage Rate for FY 2024-2025 and setting the dates and times for the Tentative Budget Public Hearing and the Final Budget Public Hearing, pursuant to FS 200.065. It is suggested the Tentative Budget Hearing be held on September 12th at 6:00 p.m. and the Final Budget Hearing on September 26th at 7:30 p.m. Enclosed is a copy of the Resolution.

DESCRIPTION:

The legislative Charter of the Town of Bay Harbor Islands, Florida, provides, among other things, that the Town Council shall determine the amount, fix the rate of taxation, and make the annual tax levy for every Fiscal Year.

On July 1, 2024, the Miami-Dade County Property Appraiser (the "Property Appraiser") served upon the Town a "Certification of Taxable Value" certifying to the Town its 2024 taxable value. The provisions of Section 200.065, Florida Statutes require the Town, within Thirty-Five (35) days of service of the Certification of Taxable Value, to advise the Property Appraiser of the Town's proposed millage rate, the Town's rolled-back rate, and the date, time and place at which Public Hearings will be held to adopt the tentative and final millages and budgets.

Proposed Millage Rate

The current budget draft assumes a millage rate of 3.1728, the same millage rate as last year. The resolution on the agenda for consideration declares a proposed millage rate for the Town of Bay Harbor Islands for Fiscal Year 2024-2025 to be 3.1728 mills, which is \$3.1728 per \$1,000.00 of assessed property within the Town of Bay Harbor Islands.

Rolled Back Rate

The current year roll-back rate, as computed pursuant to section 200.065, Florida Statutes, is 2.8829 mills, which is \$2.8829 per \$1,000.00 of assessed property within the Town of Bay Harbor Islands. The proposed millage rate is 10.06% more than the rolled-back rate.

Schedule of Budget Public Hearings.

DATE	TIME	PLACE
First Budget Public Hearing Thursday, September 12, 2024 <i>(To consider the proposed Millage Rate and Tentative Budget)</i>	6:00 PM	Morris N. Broad Community Center 1030 95th Street Bay Harbor Islands, FL 33154
Second Budget Public Hearing Thursday, September 26, 2024 <i>(To adopt a Millage Rate and Final Budget)</i>	7:30 PM	Morris N. Broad Community Center 1030 95th Street Bay Harbor Islands, FL 33154

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

The current draft budget assumes a millage rate of 3.1728. Based on the current July 1, 2024, property appraisers certified taxable values of \$2,096,671,178, the millage rate of 3.1728 will yield revenue of \$6,319,702 of ad valorem revenue, or about \$578,005 more than last year.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution - FY 2025 Budget Proposed TRIM Rate and Budget Hearing Dates
2.	Town Manager Budget report 7-25-24

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, DETERMINING THE TOWN'S PROPOSED MILLAGE RATES AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES, AND SETTING THE DATE, TIME, AND PLACE OF PUBLIC HEARINGS TO ADOPT THE TENTATIVE AND FINAL MILLAGE AND BUDGET FOR FISCAL YEAR 2024-2025; DIRECTING THE TOWN CLERK AND THE TOWN MANAGER TO FILE THIS RESOLUTION WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AUTHORIZING THE TOWN MANAGER TO CHANGE THE BUDGET HEARING DATES IF NECESSARY; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 200, Florida Statutes provides a procedure for the adoption of ad valorem tax and millage rates associated therewith; and

WHEREAS, Section 200.065, Florida Statutes provides for the adoption of a proposed millage rate, together with the establishment of a rolled-back millage rate computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, on July 1, 2024, the Honorable Pedro J. Garcia, Miami-Dade County, Property Appraiser (the "Property Appraiser") served upon the Town of Bay Harbor Islands, Florida (the "Town") a "Certification of Taxable Value" certifying to the Town its 2024 taxable value; and

WHEREAS, the Town Manager and Staff have prepared a tentative budget and have computed a proposed millage rate necessary to fund the tentative budget other than the portion of the budget to be funded from sources other than ad valorem taxes; and

WHEREAS, the provisions of Section 200.065, Florida Statutes require the Town, within thirty-five (35) days of service of the Certification of Taxable Value, to advise the Property Appraiser of the Town's proposed millage rate, the Town's rolled-back rate, and the date, time, and place at which public hearings will be held to adopt the tentative and final millage and budgets.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Declaration of Proposed Millage Rate. The proposed millage rate for the Town of Bay Harbor Islands for Fiscal Year 2024-2025 is declared to be **3.1728** mills, which is **\$3.1728** per \$1,000.00 of assessed property within the Town of Bay Harbor Islands.

Section 3. Declaration of Rolled-Back Rate. The current year roll-back rate, as computed pursuant to section 200.065, Florida Statutes, is **2.8829** mills, which is **\$2.8829** per \$1,000.00 of assessed property within the Town of Bay Harbor Islands. The proposed millage rate is **10.06%** more than the rolled-back rate.

Section 4. Schedule of Millage and Budget Hearings. The proposed date, time, and place of the first and second public hearings are hereby set by the Town Council as follows:

DATE	TIME	PLACE
1 st Budget Hearing September 12 th , 2024 <i>(Thursday)</i> <i>(To consider the proposed millage rate and tentative budget)</i>	6:00 PM	Morris N. Broad Community Center 1175 95 th Street Bay Harbor Islands, FL 33154
2 nd Budget Hearing September 26, 2024 <i>(Thursday)</i> <i>(To adopt a millage rate and final budget)</i>	7:30 PM	Morris N. Broad Community Center 1175 95 th Street Bay Harbor Islands, FL 33154

Section 5. Transmittal. The Town Clerk and Town Manager are directed to take all necessary steps to submit the Town's 2024 Certification of Taxable Valuable (DR-420) Form and provide a Certified Copy of this Resolution to the Honorable Pedro Garcia, Property Appraiser of Miami-Dade County, on or before August 3, 2024.

Section 6. Authorization. In the event that the Miami-Dade County Board of County Commissioners or the Miami-Dade County School Board schedule or reschedule a Budget Hearing on a date scheduled for a Town of Bay Harbor Islands Budget Hearing, the Town Manager is authorized to change the date of either or both Town budget hearings.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

Joshua Fuller
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Greenspoon Marder LLP
Town Attorneys
By: Joseph S. Geller, Esq.



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Council Members
From: Jenice Rosado, Town Manager
Date: July 25, 2024
Re: FY 2024-2025 Proposed Millage Rate

Chapter 200, Florida Statutes provides a procedure for the adoption of ad valorem tax and millage rates associated therewith. Section 200.065, Florida Statutes provides for the adoption of a proposed millage rate, together with the establishment of a roll-back millage rate computed pursuant to Section 200.065 (1), Florida Statutes.

The Town Manager and Staff have prepared a proposed budget and have computed a proposed millage rate necessary to fund the proposed General Fund portion of the Fiscal Year 2024-2025 budget using the millage rate of 3.1728 which is the same operating millage rate adopted for fiscal year 2023-2024. The proposed budget prepared at the Town Council Budget Workshop on June 18th, 2024, was presented with a millage rate of 3.1728 and a budget shortfall of \$692,675.

During the Budget Workshop discussion, the Town Council gave direction to present a balanced budget with the same millage rate of 3.1728 and identify \$750,000 in additional savings.

➤ **Proposed Revised Fiscal Year 2024-2025 Budget**

Some of the revenues were adjusted in the proposed revised Fiscal Year 2024-2025 Budget, as follows:

Revenue Adjustments

1. By July 1, the property appraiser completes form DR-420 to certify the taxable value in the taxing authority's jurisdiction and sends the form to the taxing authority. Our current year gross taxable value for operating purposes is \$2,096,671,178. Compared to the \$2,000,000,000 the property appraiser had published on June 1st; we have an additional amount of ad valorem revenue of \$96,671,178. Additional Ad Valorem revenue at 95% totals \$291,392.
2. The Town engaged in a contract with the YMCA. The Recreation budget was reduced by \$651,786. The YMCA will service the Town by supplementing afterschool / summer camps, sports / enrichment programming, adult program expansion and special events.

➤ **Millage Rate of 3.1728**

The legislative charter of the Town of Bay Harbor Islands, Florida, provides, among other things, that the Town Council shall determine the amount, fix the rate of taxation, and make the annual tax levy for every Fiscal Year.

The current draft budget assumes a millage rate of 3.1728. Based on the current July 1, 2024,

Town of Bay Harbor Islands

property appraisers certified taxable values of \$2,096,671,178, the millage rate of **3.1728** will yield revenue of **\$6,319,702** of ad valorem revenue, or about **\$578,005** more than last year.

PROPERTY VALUE AND MILLAGE SUMMARY

2023 Taxable Value	\$1,895,652,452	
Increase/Decrease (-) to 2023 Taxable Value	<u>190,588,050</u>	10.1%
2024 (Current) Estimated Preliminary Taxable Value	2,086,240,502	
Current Year Additions (New Construction)	<u>10,430,676</u>	<u>0.5%</u>
Current Year Estimated Taxable Value for Operating Purposes	<u>\$2,096,671,178</u>	<u>10.6%</u>



15 Year Millage, Taxable Value and Revenue History

<u>Fiscal</u> <u>Year</u>	<u>Millage</u> <u>Rate</u>	<u>Taxable</u> <u>Value</u>	<u>Percent</u> <u>Change in</u>	<u>Property Tax Revenue</u>	
				<u>Gross</u>	<u>Net (95%)</u>
2011	5.29710	\$606,645,530	-20.5%	\$3,213,462	\$3,052,789
2012	5.29710	577,100,052	-4.9%	3,056,957	2,904,109
2013	5.52971	579,865,315	0.5%	3,206,487	3,046,163
2014	5.25000	602,162,980	3.8%	3,161,356	3,003,288
2015	4.90000	698,927,405	16.1%	3,424,744	3,253,507
2016	4.55000	778,065,824	11.3%	3,540,199	3,363,189
2017	4.40000	880,111,322	13.1%	3,872,490	3,678,866
2018	3.99900	1,031,587,742	17.2%	4,125,319	3,919,053
2019	3.71990	1,214,738,329	17.8%	4,518,705	4,292,770
2020	3.62450	1,333,876,001	9.8%	4,834,634	4,592,902
2021	3.62450	1,378,221,700	3.3%	4,995,365	4,745,597
2022	3.59000	1,374,484,392	-0.3%	4,934,399	4,687,679
2023	3.17280	1,632,803,218	18.8%	5,180,558	4,921,530
2024	3.17280	1,895,652,452	16.1%	6,014,526	5,713,800
2025	3.17280	\$2,096,671,178	10.6%	\$6,652,318	\$6,319,702

FY 2025 Value of 1 Mill		
Mills	Gross Revenue	Net Revenue (95%)
1.00	\$ 2,096,671	\$ 1,991,837
0.75	1,572,503	1,493,878
0.50	1,048,336	995,919
0.40	838,668	796,735
0.30	629,001	597,551
0.25	524,168	497,959
0.10	209,667	199,184

- Based on July 1st, 2024 Miami-Dade County Property Appraiser 2024 Certified Taxable Values



Town of Bay Harbor Islands

The General Fund is the principal fund of the Town and is used to account for all activities of the Town not specifically required to be reported in a separate fund. The General Fund accounts for the normal recurring activities of the Town. The General Fund is a Governmental Fund and is a major fund.

Revenues: General Fund revenues primarily consist of taxes levied and collected by the Town. Additional revenues come from franchise service fees, utility service fees, intergovernmental revenues, licenses and permits (examples include business licenses and building permits), charges for services (examples include all parks & recreation registration fees), fines and forfeitures (examples include all court fines collected by the Town), as well as donations and grants from outside agencies. The Town also receives other financing sources.

Expenditures: General Fund expenditures and other financing uses are divided by department. Expenditures are divided amongst the following departments:

- Non-departmental
- Town Council
- Office of the Town Manager
- Town Clerk
- Finance and Administration
- Information Technology (I.T.)
- Human Resources
- Legal Council
- Debt Service
- Public Buildings
- Law Enforcement
- Code Compliance
- Other Public Safety
- Streets and Parkways
- Parks and Recreation
- Public Transportation

General Fund

In addition, expenditures within each department are divided up into the following expense categories:

Personnel: Expenditures related to providing salaries, wages, and benefits to current and retired Town employees.

Operating: Expenditures related to funding the day-to-day operations related to providing Town services to the citizens of Bay Harbor Islands.

Capital: Expenditures related to the acquisition of long-lived assets that will be used in operations. Examples of such expenditures include land, buildings, vehicles, and heavy machinery.

Debt Service: Expenditures related to the payment of debt obligations directly from the General Fund.

Other Financing Uses: This consists primarily of transfers to other funds such as transfers to the debt service fund. This is for bond issuances that are paid directly from the debt service.



General Fund Comprehensive Summary

Name	FY2022 Actual	FY2023 Actual	FY2024 Adopted Budget	6/18/24 (General Fund)	FY2025 Budgeted
Beginning Fund Balance:	\$12,046,511	\$14,843,419	\$19,244,784	\$6,000,000	\$6,000,000
Revenues					
Permits, Fees, and Special Assessments	\$3,961,719	\$5,595,975	\$2,110,000	\$135,000	\$135,000
Taxes	\$6,134,820	\$6,201,627	\$7,049,661	\$7,483,520	\$7,774,902
Intergovernmental Revenue	\$1,240,397	\$1,075,965	\$1,202,291	\$1,383,836	\$1,383,836
Charges for Services	\$246,188	\$230,652	\$150,300	\$200,000	\$200,000
Judgements, Fines and Forfeits	\$536,467	\$243,626	\$100,000	\$206,500	\$206,500
Misc Revenues	-\$96,706	\$502,348	\$4,124,000	\$225,000	\$225,000
Other Sources	\$2,573,223	\$2,384,060	\$3,003,449	\$2,615,882	\$2,615,882
Grant Income	\$1,450,723	\$25,536	\$116,000	\$66,000	\$66,000
Total Revenues:	\$16,046,832	\$16,259,789	\$17,855,701	\$12,315,738	\$12,607,120
Expenditures					
Personnel Services	\$6,772,978	\$6,878,666	\$8,734,039	\$8,432,477	\$7,833,213
Operating Expenses	\$3,177,268	\$4,033,213	\$4,603,603	\$3,612,452	\$3,642,182
Capital Outlay	\$1,211,091	\$287,346	\$1,502,272	\$306,210	\$412,412
Debt Service	\$580,083	\$567,995	\$498,132	\$380,877	\$380,877
Non-Operating Expenses	\$1,508,382	\$342,000	\$2,517,655	\$276,397	\$338,436
Total Expenditures:	\$13,249,801	\$12,109,220	\$17,855,701	\$13,008,413	\$12,607,120
Total Revenues Less Expenditures:	\$2,797,031	\$4,150,569	\$0	-\$692,675	\$0
Ending Fund Balance:	\$14,843,542	\$18,993,988	\$19,244,784	\$5,307,325	\$6,000,000

Revenues by Source

Name	FY2022 Actual	FY2023 Actual	FY2024 Adopted Budget	6/18/24 (General Fund)	FY2025 Budgeted	6/18/24 (General Fund) vs. FY2025 Budgeted (\$ Change)
Revenue Source						
Permits, Fees, and Special Assessments						
Occupational License Fees	\$110,054	\$63,825	\$80,000	\$80,000	\$80,000	\$0
TDR Fees	\$100,500	\$207,500	\$0	\$0	\$0	\$0
Lien Search Fees	\$23,300	\$15,700	\$10,000	\$15,000	\$15,000	\$0
Building Permits	\$2,457,268	\$3,800,834	\$1,390,000	\$0	\$0	\$0
Electrical Permits	\$198,717	\$119,337	\$30,000	\$0	\$0	\$0
Plumbing Permits	\$205,757	\$115,106	\$20,000	\$0	\$0	\$0
Air Conditioning Permits	\$56,067	\$152,816	\$50,000	\$0	\$0	\$0
Right of Way Permit	\$0	\$0	\$20,000	\$10,000	\$10,000	\$0
Impact Fee - Parks & Rec	\$0	\$0	\$0	\$30,000	\$30,000	\$0
Other Licenses & Permits	\$503,156	\$693,038	\$500,000	\$0	\$0	\$0
Plan Digitizing Fee	\$7,765	\$427,819	\$10,000	\$0	\$0	\$0
Technology Fee	\$298,635	\$0	\$0	\$0	\$0	\$0



Town of Bay Harbor Islands

Name	FY2022 Actual	FY2023 Actual	FY2024 Adopted Budget	6/18/24 (General Fund)	FY2025 Budgeted	6/18/24 (General Fund) vs. FY2025 Budgeted (\$ Change)
Upfront Fee	\$500	\$0	\$0	\$0	\$0	\$0
Total Permits, Fees, and Special Assessments:	\$3,961,719	\$5,595,975	\$2,110,000	\$135,000	\$135,000	\$0
Taxes						
Ad Valorem Taxes	\$4,766,371	\$5,007,718	\$5,741,697	\$6,028,320	\$6,319,702	\$291,382
Gas Tax - Six Cents	\$68,674	\$56,012	\$67,872	\$68,034	\$68,034	\$0
Gas Tax - Three Cent	\$26,283	\$26,902	\$25,000	\$25,541	\$25,541	\$0
Casualty Ins Premium Tax (Pol)	\$59,799	\$0	\$20,000	\$25,000	\$25,000	\$0
Franchise Fees-FPL	\$433,221	\$337,845	\$425,000	\$442,845	\$442,845	\$0
Franchise Fees-Peoples' Gas'	\$33,282	\$25,511	\$30,000	\$33,780	\$33,780	\$0
Utility Taxes-FPL	\$552,148	\$562,004	\$525,000	\$640,000	\$640,000	\$0
Utility Tax - Peoples' Gas'	\$20,148	\$19,419	\$20,000	\$20,000	\$20,000	\$0
Communications Services Tax	\$174,894	\$166,215	\$195,092	\$200,000	\$200,000	\$0
Total Taxes:	\$6,134,820	\$6,201,627	\$7,049,661	\$7,483,520	\$7,774,902	\$291,382
Intergovernmental Revenue						
St Grant-FDOT (FreeBee)	\$0	\$0	\$0	\$150,000	\$150,000	\$0
Sales Tax-Mun Rev Shrp	\$91,481	\$178,420	\$80,000	\$163,000	\$163,000	\$0
Fuel Tax-Mun Rev Shar	\$138,498	\$74,300	\$156,847	\$68,208	\$68,208	\$0
Alcoholic Beverage Licenses	\$3,181	\$3,405	\$3,000	\$3,500	\$3,500	\$0
Sales Tax-Half Cent	\$613,780	\$539,333	\$583,056	\$619,128	\$619,128	\$0
Transportation Surtax	\$338,624	\$280,508	\$379,388	\$380,000	\$380,000	\$0
Grant - Miami Dade County	\$54,833	\$0	\$0	\$0	\$0	\$0
Total Intergovernmental Revenue:	\$1,240,397	\$1,075,965	\$1,202,291	\$1,383,836	\$1,383,836	\$0
Charges for Services						
Election Qualifying Fees	\$45	\$50	\$50	\$0	\$0	\$0
Recreation Program Fees	\$244,003	\$230,357	\$150,000	\$200,000	\$200,000	\$0
Tennis Court Fees	\$2,140	\$245	\$250	\$0	\$0	\$0
Total Charges for Services:	\$246,188	\$230,652	\$150,300	\$200,000	\$200,000	\$0
Judgements, Fines and Forfeits						
Fines-Building Code Violations	\$456,677	\$196,674	\$90,000	\$180,000	\$180,000	\$0
Ticket Surcharges (Cross Gd)	\$63,034	\$30,773	\$5,000	\$10,000	\$10,000	\$0
Traffic Fines	\$16,308	\$19,043	\$5,000	\$15,000	\$15,000	\$0
Second Dollar Funding	\$448	-\$2,864	\$0	\$1,500	\$1,500	\$0
Total Judgements, Fines and Forfeits:	\$536,467	\$243,626	\$100,000	\$206,500	\$206,500	\$0
Misc Revenues						
Interest Earnings	-\$1,021	-\$236	\$0	\$150,000	\$150,000	\$0
Interest Earnings-Mellon Trust	\$48,791	-\$15,431	\$20,000	\$50,000	\$50,000	\$0



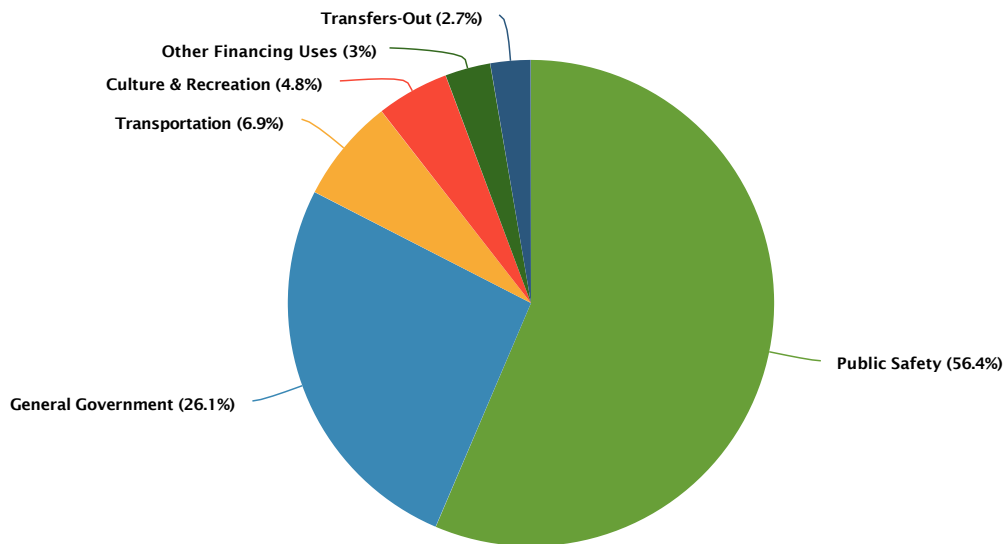
Town of Bay Harbor Islands

Name	FY2022 Actual	FY2023 Actual	FY2024 Adopted Budget	6/18/24 (General Fund)	FY2025 Budgeted	6/18/24 (General Fund) vs. FY2025 Budgeted (\$ Change)
Change in Fair Value of Invest	-\$354,816	\$0	-\$100,000	-\$100,000	-\$100,000	\$0
Rents & Royalties	\$5,525	\$5,120	\$4,000	\$5,000	\$5,000	\$0
Sale of Fixed Assets	\$0	\$625	\$0	\$0	\$0	\$0
Gain or Loss on Investments	-\$6,362	\$0	\$0	\$0	\$0	\$0
Other Miscellaneous Revenues	\$209,177	\$122,270	\$100,000	\$120,000	\$120,000	\$0
TDR Sale Proceeds	\$2,000	\$390,000	\$4,100,000	\$0	\$0	\$0
Total Misc Revenues:	-\$96,706	\$502,348	\$4,124,000	\$225,000	\$225,000	\$0
Other Sources						
Contribution from Water Fund	\$200,000	\$200,000	\$200,000	\$240,000	\$240,000	\$0
Contribution from Cswy Fund	\$1,659,060	\$1,659,060	\$550,000	\$680,000	\$680,000	\$0
Contribution from Cswy Fund	\$0	\$0	\$125,000	\$0	\$0	\$0
Contribution from Sewer Fund	\$525,000	\$525,000	\$250,000	\$300,000	\$300,000	\$0
Contribution from Building Fund	\$0	\$0	\$0	\$1,395,882	\$1,395,882	\$0
Appropriation from Fund Balance	\$0	\$0	\$1,878,449	\$0	\$0	\$0
Other Fin Sources-Leased Assets	\$189,163	\$0	\$0	\$0	\$0	\$0
Total Other Sources:	\$2,573,223	\$2,384,060	\$3,003,449	\$2,615,882	\$2,615,882	\$0
Grant Income						
Federal Grant-General Gov't	\$1,450,723	\$0	\$0	\$0	\$0	\$0
Fed Grants-Culture/Recreation	\$0	\$16,536	\$66,000	\$66,000	\$66,000	\$0
State Grant-Culture/Rec.	\$0	\$0	\$50,000	\$0	\$0	\$0
State Grant-Culture/Rec-Children's Trust	\$0	\$9,000	\$0	\$0	\$0	\$0
Total Grant Income:	\$1,450,723	\$25,536	\$116,000	\$66,000	\$66,000	\$0
Total Revenue Source:	\$16,046,832	\$16,259,789	\$17,855,701	\$12,315,738	\$12,607,120	\$291,382



Expenditures by Function

Budgeted Expenditures by Function



Name	FY2022 Actual	FY2023 Actual	FY2024 Adopted Budget	6/18/24 (General Fund)	FY2025 Budgeted	6/18/24 (General Fund) vs. FY2025 Budgeted (\$ Change)
Expenditures						
General Government						
Town Council	\$157,886	\$243,423	\$274,313	\$290,841	\$304,341	\$13,500
Office of Town Manager	\$460,290	\$494,297	\$614,217	\$546,794	\$485,956	-\$60,838
Town Clerk	\$247,405	\$213,713	\$349,613	\$350,674	\$350,674	\$0
Finance & Administration	\$315,217	\$403,738	\$608,035	\$598,892	\$603,282	\$4,390
Information Technology	\$479,548	\$576,142	\$678,658	\$459,508	\$455,508	-\$4,000
Human Resources	\$174,187	\$141,688	\$180,410	\$167,254	\$167,254	\$0
Legal Counsel	\$219,801	\$288,394	\$243,000	\$220,000	\$300,000	\$80,000
Public Buildings	\$729,627	\$686,954	\$1,305,239	\$646,603	\$626,625	-\$19,978
Total General Government:	\$2,783,961	\$3,048,349	\$4,253,485	\$3,280,566	\$3,293,640	\$13,074
Other Financing Uses						
Debt Service	\$580,083	\$567,995	\$498,132	\$380,877	\$380,877	\$0
Total Other Financing Uses:	\$580,083	\$567,995	\$498,132	\$380,877	\$380,877	\$0
Public Safety						
Law Enforcement	\$4,529,445	\$4,581,708	\$6,057,489	\$6,612,420	\$6,757,479	\$145,059
Building	\$1,031,445	\$1,072,690	\$1,452,176	\$3,316	\$0	-\$3,316
Code Compliance	\$165,225	\$159,605	\$211,953	\$157,351	\$190,988	\$33,637
Emergency and Disaster Relief Services	\$9,592	\$0	\$0	\$0	\$0	\$0

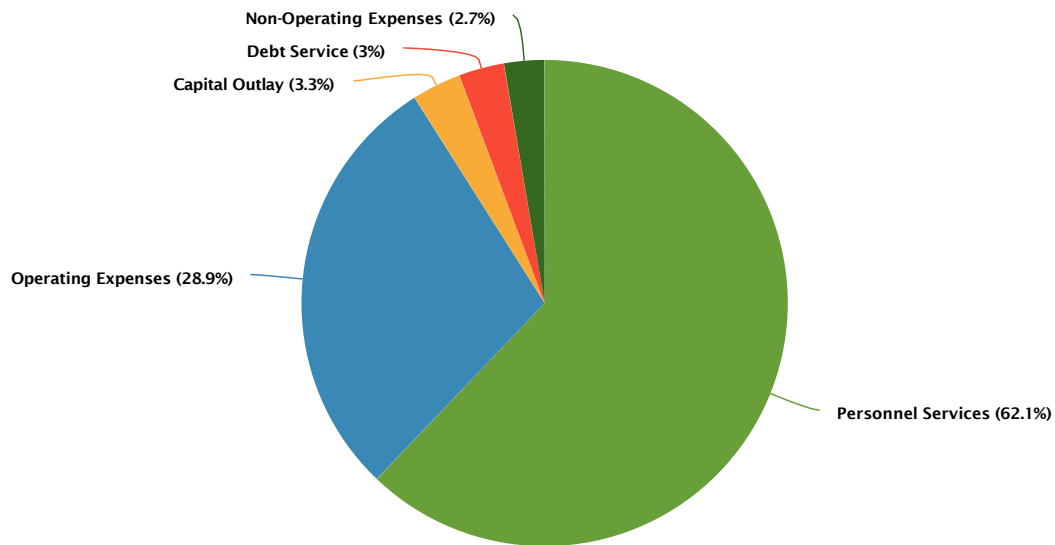


Town of Bay Harbor Islands

Name	FY2022 Actual	FY2023 Actual	FY2024 Adopted Budget	6/18/24 (General Fund)	FY2025 Budgeted	6/18/24 (General Fund) vs. FY2025 Budgeted (\$ Change)
Other Public Safety	\$94,070	\$119,190	\$243,778	\$164,369	\$164,369	\$0
Total Public Safety:	\$5,829,776	\$5,933,193	\$7,965,396	\$6,937,456	\$7,112,836	\$175,380
Culture & Recreation						
Parks and Recreation	\$1,365,152	\$1,444,071	\$1,631,233	\$1,258,845	\$607,059	-\$651,786
Children's Trust	\$0	\$126,092	\$0	\$0	\$0	\$0
Total Culture & Recreation:	\$1,365,152	\$1,570,163	\$1,631,233	\$1,258,845	\$607,059	-\$651,786
Transportation	\$993,285	\$647,519	\$1,038,091	\$874,272	\$874,272	\$0
Total Transportation:	\$993,285	\$647,519	\$1,038,091	\$874,272	\$874,272	\$0
Transfers-Out	\$1,697,545	\$342,000	\$2,469,364	\$276,397	\$338,436	\$62,039
Total Transfers-Out:	\$1,697,545	\$342,000	\$2,469,364	\$276,397	\$338,436	\$62,039
Total Expenditures:	\$13,249,801	\$12,109,220	\$17,855,701	\$13,008,413	\$12,607,120	-\$401,293

Expenditures by Expense Type

Budgeted Expenditures by Expense Type





➤ **Additional Comments**

As the Town Council considers the difficult task of preparing, determining, and adopting the millage rate, consideration should also be given to the high rate of inflation. Such inflation rate affects the Town's ability to obtain goods and services, similar to homeowners.

Another factor to consider is the obligations that we have with the Police Benevolent Association (PBA) and the American Federation of State, County and Municipal Employees (AFSCME). The proposed revised Fiscal Year 2024-2025 Budget includes negotiated Cost of Living Adjustments (COLA) and Merit increases for the Police Officers, and non-sworn employees.

As noted above; to have a balanced budget with the proposed current millage rate, we needed to eliminate some positions and reduce operating expenditures.

For future years, it may be difficult to maintain the same millage rate due to the aforementioned factors (PBA obligations, future General Administrative Staff union obligations, and the increase in costs of goods due to inflation).

Staff will provide every necessary estimate and document to facilitate the Town Council in making the best-informed decision.

➤ **Resolution**

A Resolution establishing the Town's proposed millage rate, together with the establishment of a rolled-back millage rate, computed pursuant to Section 200.065(1), Florida Statutes, for Fiscal Year 2024-25 is on the Town Council's July 25, 2024, agenda for consideration. Once the Resolution is approved, Staff will advise the Property Appraiser of the Town's proposed millage rate, the Town's rolled-back rate, and the date, time and place at which public hearings will be held to adopt the proposed millage rate, the final millage rate, and budgets.

The current year rolled-back rate, as computed pursuant to section 200.065, Florida Statutes, is 2.8829 mills, which is \$2.8829 per \$1,000.00 of assessed property within the Town of Bay Harbor Islands. Staff prepared a proposed draft budget using the current year's millage rate of 3.1728. The proposed revised Fiscal Year 2024-2025 revenues were increased by \$291,382 and the expenditures were reduced by \$401,293 from the previous draft budget to meet the current millage rate.



Town of Bay Harbor Islands

Schedule of Millage and Budget Hearings

The proposed date, time, and place of the first and second public hearings set by the Town Council are as follows:

DATE	TIME	PLACE
1 st Budget Hearing September 12 th , 2024 <i>(Thursday)</i> <i>(To consider the tentative millage rate and tentative budget)</i>	6:00 PM	Morris N. Broad Community Center 1175 95th Street Bay Harbor Islands, FL 33154
2 nd Budget Hearing September 26, 2024 <i>(Thursday)</i> <i>(To adopt a millage rate and final budget)</i>	7:30 PM	Morris N. Broad Community Center 1175 95th Street Bay Harbor Islands, FL 33154

Jenice Rosado

AGENDA ITEM REPORT

July 25, 2024

ITEM NUMBER: 2.

ITEM: Consideration and Approval of a Resolution ratifying approval of an agreement with the YMCA of South Florida, Inc for providing community programming services. The signed contract is attached subject to approval by the Town Council. Enclosed is a copy of the proposed Resolution.

DESCRIPTION:

On June 24, 2024, the Town Council approved the engagement of YMCA of South Florida, Inc (YMCA) to provide youth services (after school, summer camp, day camps, enrichment & sports activities). The attached resolution seeks ratification and approval of the contract with the YMCA. The contract includes resident and non-resident rates for all of these services (see pricing chart / proposed activities enclosed). The YMCA provided two options for the town. Option 1: provides the Town with 30% of the revenue received for these services; Option 2: the Town may choose to pass on the 30% of revenue to offset and reduce resident rates for these services. The YMCA's proposal includes all staffing necessary to run the youth service programs.

The proposal provides limited senior programming, but does not provide senior field trips. Therefore, the town would still need to run senior services/programming. The YMCA does not provide special event planning other than movie nights.

The YMCA services are scheduled to begin with the start of the upcoming school year. Registration and programming information will be sent out to residents in mid-late July. The YMCA will use the school grounds and field for services. YMCA will provide the staffing needed to run the youth programs. However, the Town has retained employees Patrick and Shanika to assist with general Community Center activities, senior events, general event planning and resident inquiries.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

The YMCA provides the town with an approximate savings of \$651,786 in the parks and recreation department budget. The Town has the option of profit sharing with the YMCA and retaining 30% of the registration fees for all programming, potentially generating revenue for the Town or, in the alternative, the Town may choose to contribute the 30% to be applied towards a reduction of fees for resident registrations.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution - YMCA of South Florida Inc
2.	YMCA Contract
3.	YMCA at Bay Harbor - Programming Summary - 2024-2025
4.	YMCA at Bay Harbor - Comprehensive Programming Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AND RATIFYING A CONTRACT WITH YMCA OF SOUTH FLORIDA, INC. TO PROVIDE TOWN COMMUNITY PROGRAMMING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the town is desirous of providing the highest levels of parks and recreation community programming services to the youths of Bay Harbor Islands; and

WHEREAS, in order to address the FY 2024-2025 budget deficit and to enhance recreational services for the youths of the town, staff obtained a proposal from the YMCA of South Florida, Inc (“YMCA”) to provide community programming services; and

WHEREAS, it was determined that engaging YMCA’s programming services will generate \$682,000 in savings to the budget; and

WHEREAS, the Town Council believes there is a need within the community for access to the programs administered by the YMCA; and

WHEREAS, on June 24, 2024, the Town Council authorized staff to accept a proposal from YMCA of South Florida, Inc for community programming, which will encompass a variety of offerings including after-school care, summer camps, sports, holiday camps, school’s out day camps, and enrichment programming specifically tailored to meet the needs of the Bay Harbor Island’s community; and

WHEREAS, pursuant to Section 2-1.2 of the Town Code, the Town Council hereby waives the competitive bidding requirements for these services and approves the contract with YMCA of South Florida, Inc in substantially the form attached hereto as “Exhibit 1 “.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. The contract with YMCA of South Florida, Inc to provide after-school care, summer camps, sports, holiday camps, school’s out day camps, and enrichment programming specifically tailored to meet the needs of the Bay Harbor Island’s community is hereby approved in substantially the form attached hereto as “Exhibit 1”.

Section 3. Authorization. The Town Manager is authorized to execute the contract with the YMCA of South Florida, Inc.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Joshua Fuller
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Greenspoon Marder LLP
Town Attorneys
By: Joseph S. Geller, Esq.

**AGREEMENT FOR
YOUTH AND FAMILY RECREATION PROGRAMS
WITH
YMCA OF SOUTH FLORIDA, INC**

THIS AGREEMENT, made this ____ day of _____ 2024, is by and between the Town of Bay Harbor Islands, a Florida municipality ("Town"), whose address is 1030 95TH Street, Bay Harbor Islands, Florida 33154, and YMCA OF SOUTH FLORIDA, INC, a Florida not for profit corporation ("Contractor" or "Company"), whose address is 900 SE 3RD Avenue, Suite 210, Fort Lauderdale, FL 33316 Email: jortega@ymcasouthflorida.org; Phone: (305) 357-4000, Ext 1124 (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor shall provide to the Town community programming services (the "Work"), and the Town and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively referred to as the "Contract Documents") are integral parts of this Agreement:

Quote/Proposal by YMCA OF SOUTH FLORIDA, INC: to Provide community programming services consisting of school recess camps, recreation programs, events, and afterschool programs for TOWN residents in accordance with the conditions and specifications set forth in YMCA's proposal of services for the Town of Bay Harbor Islands, attached hereto and made a part hereof. The proposal outlines YMCA OF SOUTH FLORIDA, INC.'s collaboration with the Town to provide an extensive range of programs at Ruth K. Broad/Bay Harbor K-8 Center and/or other designated Town location including after-school care, summer camps, sports, holiday camps, school's out day camps, and enrichment programming specifically tailored to meet the needs of the Bay Harbor Island's community

The Programs will encompass a variety of offerings, including but not limited to:

1. **After-School Programming:** Providing a safe and enriching environment for students to learn, grow, and engage in structured activities after the school day ends.
2. **Summer Camp Programming:** Offering exciting and educational experiences during the summer months, where children can explore new interests, build friendships, and create lasting memories.
3. **Community Enrichment Classes:** Facilitating a variety of classes and workshops that cater to diverse interests, to promote lifelong learning and skill development for participants of all ages.
4. **Sports Programming:** Engaging participants in organized sports leagues, clinics, and recreational activities to promote physical fitness, teamwork, and sportsmanship.
5. **School's Out Camps:** Providing full-day programming on teacher planning days to accommodate working families and ensure continuity of care for children.
6. **Fall, Winter, and Spring Recess Day Camps:** Offering traditional and specialized day camps during school breaks, featuring themed activities and outings to keep children engaged and entertained.

7. **Bay Harbor Islands Community Connect:** Offering special events tailored to the diverse interests of Bay Harbor Islands residents, including parent nights out, movie nights, and interactive one-time experiences designed to bring the community's youth together.

Afterschool / sports programs, enrichment programs hours are generally from 1:40 PM to 6:00 PM, Monday-Friday (Grade dependent) during the school year. Recess camps run generally from 8:00 AM – 6PM (Monday through Friday). Sports programs, competitions and other events may have varied hours including nights / weekends.

The Contract Documents collectively encompass all referenced materials. In the instance of conflicts, ambiguities, or missing specifications or instructions within these Documents, the following prioritization is established:

A. First Priority: This Agreement dated _____, 2024, and any corresponding attachments.

B. Second Priority: Exhibit A. (YMCA Proposal)

This prioritization scheme ensures clarity and provides a hierarchical order for resolving any conflicts or uncertainties within the Contract Documents

II. SCOPE

The Contractor shall perform the Work under the general direction of the Town as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the Town's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the Town Manager, or her designee, and approved by the Town Commission whenever required in compliance with the Charter and Code of Ordinances for the Town of Bay Harbor Islands.

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 (Town & MDCPS Ruth K. Broad Site) for any other activity(ies) is subject to the prior written approval of the Town Manager.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on August 1, 2024, and shall end on July 31, 2026. The Town reserves the right to extend this Agreement for subsequent additional one (1) year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties.

IV. COMPENSATION

The Contractor will collect fees in accordance with the YMCA proposal for all recreational programs, including recess camps, afterschool programs, sports, summer camps, etc., facilitated by the Contractor at any Town facility and/or at Ruth K. Broad Elementary School. The Contractor will retain 70% of the collected registration and program fees and share 30% with the Town.

The Town shall have the option to retain the remaining 30% of the programming fees or other fees collected for enrichment session and events or the Town may choose to donate part or all of the revenue to be applied toward reducing Town resident rates for programming and other activities / events. If the Town chooses to retain the 30% revenue, the YMCA shall make monthly payments to the Town.

All fees paid for future years will be established prior to the public release, mutually agreed upon, no later than February 1st of each year.

Payment: The YMCA shall be responsible for collecting payments for all afterschool/sports programs, recreation programs, enrichment programs, and recess camps. The YMCA shall use their software of choice at their sole expense to process all payments. The YMCA shall confirm by February 1st of each year if the Town desires to retain the 30% shared revenue or donate the Town's 30% shared revenue to offset the resident rates.

V. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the Town's approval or disapproval, and indemnify and hold harmless the Town and the Town's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager, any sums due to the Contractor under this Agreement may be retained by Town until all of Town's claims for indemnification pursuant to this Agreement have been settled or

otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town.

B. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the Town erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the Town's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

C. Termination for Convenience

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Contractor, for Town's right to terminate this Agreement for convenience.

D. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the Town a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the Town's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the Town, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of

coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Town's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement. The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The Town and the Town's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Town or the Town's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Town must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Town's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the Town and the Town's officers, employees, and volunteers for all losses or damages. The Town requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

- b. The Contractor shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Agreement or prior.
- f. Additional Insured - The Town of Bay Harbor Islands & Miami Dade County Public Schools is to be specifically included as an Additional Insured for the liability of the Town & Miami Dade County Public Schools resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. For Programs at Town of Bay Harbor Islands, the Town is to be included as an Additional Insured.
- g. The Town shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

Miami-Dade County Public Schools
1450 NE 2nd Avenue, Room 912
Miami, FL 33132

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Town as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the Town and the Town's officers, employees, and volunteers. Any insurance or self-insurance maintained by the Town covering the Town, the Town's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Town, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the Town confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the Town's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

E. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

F. Standard of Care

The Contractor represents that it is qualified to perform the work, that the Contractor and its subcontractors possess current, valid state and/or local licenses to perform the work, and that their services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by other qualified contractors under similar circumstances. Additionally, the Contractor will comply with all laws and regulations applicable to the 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 also comply with all of the Town's rules and regulations.

G. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents or legible copies of above stated documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the Town as provided herein.

H. Audit Right and Retention of Records

Town shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to Town in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by Town in Miami-Dade County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement or legible copies of above said documents, for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by Town to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

I. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant,

or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Town, may not submit a bid on a contract with Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with Town, and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Town pursuant to this Agreement and may result in debarment from Town's competitive procurement activities.

J. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of Town. No partnership, joint venture, or other joint relationship is created hereby. Town does not extend to Contractor or Contractor's agents any authority of any kind to bind Town in any respect whatsoever.

K. Inspection and Non-Waiver

Contractor shall permit the representatives of TOWN to inspect and observe the Work at all times.

The failure of the Town to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the Town's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

L. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. Town may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without Town's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of Town shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to Town's approval or disapproval, and indemnify and hold Town and Town's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for Town by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to Town's prior written approval, which approval Town may revoke at any time.

M. Conflicts

Neither Contractor nor any of Contractor's employees or subcontractors shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

N. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

O. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

P. Limitation of Liability

The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action for money damages due to an alleged breach by the Town of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the Town for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the Town to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the Town shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the Town to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon Town's liability as set forth in Section 768.28, Florida Statutes.

Q. Governing Law, Venue, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Miami-Dade County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

R. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Town's Mayor and/or Town Manager, as determined by the Charter and Ordinances of the Town of Bay Harbor Islands, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

S. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

T. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

U. Uncontrollable Circumstances ("Force Majeure")

The Town and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, 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 transportation, equipment, or service from a public utility needed for their performance, provided that:

1. 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;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. 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
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure.

V. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

W. Public Records

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the Town to perform the service.
2. Upon request from the Town's custodian of public records, provide the Town with a

copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, 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 for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Town.

4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

W. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Y. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the contract with the person or entity.

3. The Town, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the Town terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the Town as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI. DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section VI. DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

Z. YMCA of South Florida Responsibilities:

- Carry out the services outlined in this document diligently, promptly, and in accordance with all pertinent laws, regulations, and rules.
- With the exception of stipulations in this Agreement, assume full responsibility for all expenses linked to the provision of services, including but not limited to vehicle and travel costs.
- Maintain a professional demeanor and appearance when interacting with students, parents, and Bay Harbor Islands Staff.
- Adhere to all relevant laws and regulations encompassing attire, behavior, and the possession or use of alcohol, drugs, tobacco, or weapons while on the premises of Town of Bay Harbor Islands.
- 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 Department of Children and Families and Section 435.12, Florida Statutes, and the Town's Community Services Department background policy.

AA. 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 costs 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

BB. Supervision of Students / Student Safety

Children should be discouraged from leaving the class except for matters of necessity (bathroom). The Instructor should observe how long children are gone and take any appropriate action - if they are gone too long for example on a bathroom trip, talk to the students and their parents to discourage similar future behavior.

If they must leave the class, children may be released only if in responsible pairs or with an authorized adult unless the child's parent has specifically stated that the child may only be accompanied by an authorized adult.

No students are ever to be allowed out of the class alone.

The Instructor shall only release the students to those persons specifically listed on the AUTHORIZATION FOR RELEASE FORM. Students must not be released to anyone that is not specifically authorized by the parents. It is the Instructor's responsibility to have the authorized list ("Roster Report") for their students on hand for every class. Instructors MUST check IDs against the authorized pickup names on the Roster Report, until such time as they become familiar with that pickup person.

CC. Behavior Policy

While The Town of Bay Harbor Islands recognizes that this is an after-school program, and more flexibility and leniency is appropriate than during classroom hours at school, consistently bad or disruptive behavior will not be tolerated.

It is the responsibility of the Instructor to prepare a written Behavior Warning when necessary, and to give that Warning Report to the Program Coordinator or person picking up the student that same day. If the behavior is deemed unsafe or extremely disruptive, the student may be sent home before the end of the class. Whenever a Behavior Warning has been issued (regardless of whether the student is sent home early or not) the Instructor must alert The Town of Bay Harbor Islands Program Coordinator - preferably the same day but certainly within one school day.

The Town of Bay Harbor Islands reserves the right to withdraw a student from all classes if the student has had more than one written warning sent home in the current semester.

DD. Confidentiality

Instructor shall maintain all information regarding the student and/ or parent provided to Instructor, including but not limited to names, e-mail addresses, phone numbers, and mailing address (the "Confidential Information"), in strict confidence and shall not distribute the Confidential Information to any third parties.

EE. Marketing

The Contractor shall work with the Town Manager to develop marketing materials. Any additional marketing and promotional materials costs will be at the sole expense of the Town. All marketing and promotional materials are subject to the prior written approval of the Town Manager or designee. The Town shall advertise programs and events in their website and social media platforms.

Signage – The Contractor will not install or place any signs on Town Property without the prior written approval of the Town Manager or designee.

Instructor shall not photograph children and use those photographs for any reason, without obtaining the parent's written permission first.

FF. Equipment and Materials

Contractor must provide for all labor, facility setup / clean-up, materials, equipment, supplies, consumables, transportation, snacks, and other incidental items necessary to provide the Programs. The Town will provide custodial cleaning of the outside areas used by the YMCA such as the field, basketball / tennis courts. Custodial cleaning of the classrooms used by the YMCA is the responsibility of the YMCA staff.

GG. Required document to be provide by YMCA of South Florida

- A copy of the valid Florida Department of Children and Families (DCF) Child Care license or license exemption needed to operate the program at the school site.
- Parent Handbook
- Staff Handbook

Handbooks will include information that explains:

- Before and After School Programs
- Before and After School safety procedures
- Procedures in place that will be used to contact students, parents, and the school principal about unexpected closure of the afterschool program on any given day.
- Supervision for students that may need to use the restroom
- Before and After School sign-in and sign-out procedures that ensure that all enrolled students are supervised by an authorized adult and that all enrolled students are accounted for at all times, especially during drop-off and parent pick-up times.
- Sample of schedule of weekly activities
- Disciplinary procedures
- Hiring and training requirements
- Staff screening and re-screening requirements
- All and any other policies needed to operate a quality Before and After School program.

IN WITNESS WHEREOF, the Town and the Contractor execute this Agreement as follows:

TOWN OF BAY HARBOR ISLANDS,

By: _____
Yvonne Hamilton
Town Clerk

By: _____
Jenice Rosado
Town Manager

Greenspoon Marder LLP
Town Attorney
By: Joseph S. Geller Esq

WITNESSES:

YMCA OF SOUTH FLORIDA, INC.

Signature

Print Name

Signature

Print Name

By: _____
Sheryl Woods, CEO

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 2024 YMCA OF SOUTH FLORIDA, INC, by Sheryl Woods, CEO of a Florida non-profit corporation.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known ____OR Produced Identification ____
Type of Identification Produced _____



FIND YOUR Y.
For a better us.®

YMCA OF SOUTH FLORIDA

TOWN OF BAY HARBOR

Proposal for Youth & Family
Recreation Programs



THE YMCA IS THE LARGEST PROVIDER OF YOUTH PROGRAMS IN U.S.

OUR PROMISE

YMCA youth programs foster each child's cognitive, social-emotional and physical development through opportunities and experiences which focus on achievement, relationships and belonging.

The planning of each activity is offered in a **physically and emotionally safe environment** consistent with evidence-based principles of youth development: each child is encouraged to develop at his or her own unique rate by encouraging **skill development** and frequent **leadership opportunities**.

Families are seen as partners in their child's development and are provided opportunities to strengthen the family unit and give the family and the YMCA the opportunity to work, play, learn and thrive together.

Finally, the YMCA collaborates with **other organizations** that are committed to serving the needs of all children and families. It's through these collaborations and a strong youth development focus and assessment that the Y delivers consistent quality programs.





**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

ENRICHING BAY HARBOR: A VISION FOR VIBRANT COMMUNITY PROGRAMMING

The YMCA aims to bring tailored programming to the vibrant community of Bay Harbor. Our proposal is to provide comprehensive and inclusive services designed to meet the diverse needs and interests of the town's residents. Through collaborative partnerships and a deep understanding of the community, we intend to offer a range of engaging programs that foster personal growth, community connection, and well-being for participants of all ages and abilities. The proposed programming catalog for 2024-2025 programs is attached following this summary.

AFTER-SCHOOL PROGRAMMING: Our after-school programming provides a safe and enriching environment for students to learn, grow, and engage in structured activities after the school day ends. We offer a variety of activities that promote literacy support, academic assistance, health and fitness, social skills development, and cultural exploration. Through project-based learning, arts and cultural activities, and theme-based programs focused on STEAM (Science, Technology, Engineering, Arts, and Mathematics), we aim to nurture well-rounded individuals who embody the values of social responsibility.

SUMMER CAMP PROGRAMMING: Our summer camps offer exciting and educational experiences where children can explore new interests, build friendships, and create lasting memories. The YMCA's Adventure Camp at Ruth K. Broad/Bay Harbor K-8 Center provides a dynamic blend of activities designed to engage children in a safe and nurturing environment. Camp activities include diverse arts and culture, literacy programs, outdoor adventures, and physical activities like Soccer for Success. We also incorporate weekly field trips to enrich the camp experience, allowing children to explore new places and learn firsthand about their community and beyond.

COMMUNITY ENRICHMENT CLASSES: Our Community Enrichment Classes facilitate a variety of workshops and classes that cater to diverse interests, promoting lifelong learning and skill development for participants of all ages. These classes are structured in 6-8 week sessions, allowing flexibility and regular rotation of offerings to keep the programming fresh and exciting. Participants can engage in activities such as cooking, art, science, coding, robotics, cheerleading, and more. By actively engaging with the community through surveys and feedback mechanisms, we ensure our programs remain relevant and impactful. Specialized offerings will be available on Sundays to appeal to the community's needs and preferences. Additionally, we will offer active older adult programs during the week, promoting health and wellness among seniors.

SPORTS PROGRAMMING: Our sports programming engages participants in organized sports leagues, clinics, and recreational activities to promote physical fitness, teamwork, and sportsmanship. We emphasize inclusivity and fair play, ensuring every child has the opportunity to participate fully, regardless of skill level or experience. Programs include basketball, volleyball, soccer, and flag football, with age-specific divisions to ensure appropriate instruction and challenge.

SCHOOL'S OUT CAMPS: The YMCA's School's Out Camps offer comprehensive full-day programming designed to support working families and provide engaging activities



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for children during school holidays and teacher workdays. Each camp day is filled with a variety of activities that promote physical activity, creativity, and social interaction, aligned with the YMCA's commitment to holistic child development. Activities include recreational games, arts and crafts, educational activities, and team-building exercises.

FALL, WINTER, AND SPRING RECESS DAY CAMPS: Our Fall, Winter, and Spring Recess Day Camps offer dynamic day-long programming during school breaks, providing children with opportunities for exploration, skill development, and fun-filled experiences. These camps feature thematic programming such as arts and crafts, outdoor adventures, science exploration, sports clinics, and performing arts workshops.

BAY HARBOR COMMUNITY CONNECT: "Bay Harbor Community Connect" expands the YMCA's offerings beyond regular programming to include a variety of special events designed to cater to the diverse interests and needs of Bay Harbor residents. These events foster community engagement, provide opportunities for social interaction, and create memorable experiences for families and youth. Events include:

- **Parent Nights Out:** Scheduled evenings where parents can enjoy some time off while their children participate in supervised activities at the YMCA.
- **Movie Nights:** Family-friendly movie screenings that include themed decorations, snacks, and post-movie discussions or activities.
- **Interactive One-Time Experiences:** Engaging and educational activities designed to spark curiosity and creativity among youth, such as science workshops, arts and crafts, cultural celebrations, and hands-on demonstrations from local experts.

The YMCA will work with Town officials to develop programming that makes the most sense for the community. The YMCA is willing to offer these services at little to no cost to residents if the Town is willing to absorb the costs of the events. We can handle these arrangements on an event-by-event basis, ensuring flexibility and responsiveness to the community's needs. All courses require a minimum enrollment of 15 participants to open, and all resident program fees are based on the profit split that would have been charged to the town and reflect our base program rates.

IMPLEMENTATION AND COMMUNITY ENGAGEMENT

Throughout our programming development process, the YMCA will be intentional in our approach, prioritizing the needs and preferences of Bay Harbor residents. We will conduct surveys and engage in ongoing dialogue with participants, families, and community stakeholders to assess needs, gather feedback, and ensure that our offerings are responsive to the community's evolving interests and priorities.

With a commitment to inclusivity, our services will be designed to accommodate individuals of varying abilities, ensuring that everyone feels welcome, valued, and supported in our programs. Together with the Town of Bay Harbor, we look forward to creating a vibrant and thriving community where all residents can thrive and flourish.

COURSE	GRADES	TIMEFRAME	DAY OF WEEK	COURSE TIMES	FREQUENCY	REGISTRATION FEE	PROGRAM COST RESIDENT	PROGRAM COST NON-RESIDENT
AFTER SCHOOL PROGRAM								
After School - Overflow Program	PK-8	Year-Round 2024-2025	M-F	8:00 AM - 6:00 PM	Monthly	\$ 50	\$ 240	\$ 260
DAY CAMP PROGRAMS								
Camp - Summer (Adventure Camp)	PK-8	June 9 - August 1 * No Service Jun. 19 & Jul. 4	M-F	8:00 AM - 6:00 PM	2-Week Sessions	\$ 50	\$ 350	\$ 370
Camp - Teacher Planning Days	PK-8	Oct. 3, Nov. 5, Dec. 20, Jan. 17, Mar. 31, Apr. 18	Varies	8:00 AM - 6:00 PM	Per Teacher Planning Day	\$ 50	\$ 35	\$ 55
Camp - Fall Recess	PK-8	November 25 - November 27	M-W	8:00 AM - 6:00 PM	Per Timeframe	\$ 50	\$ 105	\$ 125
Camp - Winter Recess	PK-8	December 23 - January 3 * No Service Dec. 25 & Jan. 1	M-F	8:00 AM - 6:00 PM	Per Timeframe	\$ 50	\$ 140	\$ 160
Camp - Spring Recess	PK-8	March 24 - March 28	M-F	8:00 AM - 6:00 PM	Per Timeframe	\$ 50	\$ 175	\$ 195
COMMUNITY ENRICHMENT PROGRAMS - SESSION 1								
Art Explosion (Art)	PK-8	October 7 - November 15	M	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Awesome Science (Science)	PK-8	October 7 - November 15	T	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 180	\$ 200
Jugarte (Spanish)	PK-8	October 7 - November 15	W	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Lego Wizards (Lego)	PK-8	October 7 - November 15	Th	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Velocity Dance (Dance)	PK-8	October 7 - November 15	F	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	October 7 - November 15	M	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Small Group Homework/ Tutoring	PK-8	October 7 - November 15	T	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	October 7 - November 15	W	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	October 7 - November 15	Th	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	October 7 - November 15	F	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Volleyball Team	PK-8	October 7 - November 15	Th/ F	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 320	\$ 340
Basketball Practice	PK-8	October 7 - November 15	M/ T	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 220	\$ 240
Soccer Drills	PK-8	October 7 - November 15	W	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Active Older Adult Yoga	Adult	October 7 - November 15	T	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Active Older Adult Art	Adult	October 7 - November 15	Th	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Tiny Tots	Adult	October 7 - November 15	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Mommy & Me	Adult	October 7 - November 15	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170

COURSE	GRADES	TIMEFRAME	DAY OF WEEK	COURSE TIMES	FREQUENCY	REGISTRATION FEE	PROGRAM COST RESIDENT	PROGRAM COST NON-RESIDENT
COMMUNITY ENRICHMENT PROGRAMS - SESSION 2								
Art Explosion (Art)	PK-8	December 2 - January 24	M	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Awesome Science (Science)	PK-8	December 2 - January 24	T	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 180	\$ 200
Jugarte (Spanish)	PK-8	December 2 - January 24	W	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Lego Wizards (Lego)	PK-8	December 2 - January 24	Th	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Velocity Dance (Dance)	PK-8	December 2 - January 24	F	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 100	\$ 120
Small Group Homework/ Tutoring	PK-8	December 2 - January 24	M	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Small Group Homework/ Tutoring	PK-8	December 2 - January 24	T	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	December 2 - January 24	W	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	December 2 - January 24	Th	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	December 2 - January 24	F	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 100	\$ 120
Volleyball Team	PK-8	December 2 - January 24	Th/ F	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 280	\$ 300
Softball Practice	PK-8	December 2 - January 24	M/ T	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 220	\$ 240
Flag Football Drills	PK-8	December 2 - January 24	W	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Active Older Adult Yoga	Adult	December 2 - January 24	T	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Active Older Adult Art	Adult	December 2 - January 24	Th	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Tiny Tots	Adult	December 2 - January 24	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 120	\$ 140
Mommy & Me	Adult	December 2 - January 24	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 120	\$ 140
COMMUNITY ENRICHMENT PROGRAMS - SESSION 3								
Mini Chefs (Cooking)	PK-8	February 3 - March 14	M	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Cheerleading	PK-8	February 3 - March 14	T	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Animated Art	PK-8	February 3 - March 14	W	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Coding & Robotics	PK-8	February 3 - March 14	Th	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Velocity Dance (Dance)	PK-8	February 3 - March 14	F	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	February 3 - March 14	M	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Small Group Homework/ Tutoring	PK-8	February 3 - March 14	T	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170

COURSE	GRADES	TIMEFRAME	DAY OF WEEK	COURSE TIMES	FREQUENCY	REGISTRATION FEE	PROGRAM COST RESIDENT	PROGRAM COST NON-RESIDENT
Small Group Homework/ Tutoring	PK-8	February 3 - March 14	W	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	February 3 - March 14	Th	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	February 3 - March 14	F	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 100	\$ 120
Basketball Team	PK-8	February 3 - March 14	Th/ F	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 320	\$ 340
Flag Football Practice	PK-8	February 3 - March 14	M/ T	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 220	\$ 240
Softball Drills	PK-8	February 3 - March 14	W	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Active Older Adult Yoga	Adult	February 3 - March 14	T	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Active Older Adult Art	Adult	February 3 - March 14	Th	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Tiny Tots	Adult	February 3 - March 14	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Mommy & Me	Adult	February 3 - March 14	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
COMMUNITY ENRICHMENT PROGRAMS - SESSION 4								
Mini Chefs (Cooking)	PK-8	April 1 - May 9	M	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Cheerleading	PK-8	April 1 - May 9	T	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Animated Art	PK-8	April 1 - May 9	W	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Coding & Robotics	PK-8	April 1 - May 9	Th	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Velocity Dance (Dance)	PK-8	April 1 - May 9	F	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Small Group Homework/ Tutoring	PK-8	April 1 - May 9	M	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Small Group Homework/ Tutoring	PK-8	April 1 - May 9	T	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	April 1 - May 9	W	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	April 1 - May 9	Th	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	April 1 - May 9	F	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 100	\$ 120
Basketball Team	PK-8	April 1 - May 9	Th/ F	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 320	\$ 340
Soccer Practice	PK-8	April 1 - May 9	M/ T	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 220	\$ 240
Basketball Drills	PK-8	April 1 - May 9	W	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Active Older Adult Yoga	Adult	April 1 - May 9	T	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170

COURSE	GRADES	TIMEFRAME	DAY OF WEEK	COURSE TIMES	FREQUENCY	REGISTRATION FEE	PROGRAM COST RESIDENT	PROGRAM COST NON-RESIDENT
Active Older Adult Art	Adult	April 1 - May 9	Th	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Tiny Tots	Adult	April 1 - May 9	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Mommy & Me	Adult	April 1 - May 9	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170

** All courses require a minimum enrollment of 15 students to open.*

** Non-resident fees include an additional charge of \$20 per offering.*

** Camp - Teacher Planning Days will have an additional \$10 charge for non-residents to ensure cost feasibility.*

** All resident program fees are based on the profit split that would have been charged to the town and reflect our base rates.*



YOUTH DEVELOPMENT
YMCA OF SOUTH FLORIDA
900 SE 3rd Avenue, Suite 210
Fort Lauderdale, Florida 33316

To learn more about our Youth Development programs contact:

John M. Ortega, MBA
Executive Director
Youth Development Miami
JOrtega@YMCASouthFlorida.org
(305) 357-4000 Ext. 1124

PREPARED FOR **TOWN OF BAY HARBOR**





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For a better us.®

YMCA OF SOUTH FLORIDA

TOWN OF BAY HARBOR

Proposal for Youth & Family
Recreation Programs



THE YMCA IS THE LARGEST PROVIDER OF YOUTH PROGRAMS IN U.S.

OUR PROMISE

YMCA youth programs foster each child's cognitive, social-emotional and physical development through opportunities and experiences which focus on achievement, relationships and belonging.

The planning of each activity is offered in a **physically and emotionally safe environment** consistent with evidence-based principles of youth development: each child is encouraged to develop at his or her own unique rate by encouraging **skill development** and frequent **leadership opportunities**.

Families are seen as partners in their child's development and are provided opportunities to strengthen the family unit and give the family and the YMCA the opportunity to work, play, learn and thrive together.

Finally, the YMCA collaborates with **other organizations** that are committed to serving the needs of all children and families. It's through these collaborations and a strong youth development focus and assessment that the Y delivers consistent quality programs.





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EXECUTIVE SUMMARY

The YMCA of South Florida, known as the Y, stands as a beacon of community strength, focusing on youth development, healthy living, and social responsibility. Founded over 176 years ago, the Y is the nation's leading nonprofit for fostering community through diverse programs and services. Initially established as a haven for young men to live balanced lives and serve their communities, the Y has since evolved to serve all individuals regardless of gender, race, or creed, reinforcing its cause to strengthen communities as a whole.

In South Florida, the Y's journey began over a century ago with the opening of its first location, known as the YMCA of Greater Miami. This expanded in 1944 to create the YMCA of Broward County. In 2015, these two entities merged to form the YMCA of South Florida, combining resources to offer a broader range of programs and initiatives tailored to the needs of the communities it serves. Today, the Y operates from its Corporate Office in Ft. Lauderdale and the Miami Association Office, providing extensive services throughout the region. The YMCA currently partners with other municipalities such as the City of Aventura, City of Doral, the Town of Miami-Lakes, and the Town of Surfside and has an upcoming partnership with the Village of Bal Harbour with services similar to those in this proposal.

Nationally, the Y operates 2,700 YMCAs, engaging 9 million youth and 13 million adults annually. In Miami-Dade County alone, the Y has been a pivotal provider of before and after school care, summer camps, and non-school day programs for over 50 years. This past year, the Y positively impacted over 48,000 children and youth, including 1,200 students with disabilities, through its inclusive, safe, and nurturing programs.

The Y's longevity and experience in operating enrichment programs in Miami-Dade County are unsurpassed. With over 30 years of enriching the lives of approximately 4,000 children across 60 program sites this school year, the Y has continuously adapted to meet the growing needs of working families, ensuring that its programs are inclusive of individuals of all abilities. This philosophy underscores the Y's commitment to fostering an environment where every participant can thrive.

Governance and accountability for the community enrichment programs lie within the Y's Youth Development Division, overseen by the Chief Operating Officer (COO), who reports directly to the President and CEO of the YMCA of South Florida. The COO supervises the Vice President of Youth Development, who in turn oversees two Executive Directors (EDs) responsible for ensuring regulatory compliance, financial coordination, and the seamless delivery of programs. Each site is managed by a Site Director, ensuring security and supervision of support staff, volunteers, and vendors, thereby guaranteeing consistent, high-quality program delivery.

The Y enforces stringent screening processes for all staff, requiring Level 2 background checks, fingerprinting, and clearance by the County Court Search, Florida Department of Law Enforcement, and the FBI. Compliance with the Jessica Lunsford Act and the use of the school district's central information database ensure that all personnel are thoroughly vetted and authorized to be on school property. Regular unannounced site visits by the Florida Child Care Licensing and Enforcement team further ensure adherence to safety and compliance standards.



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PROPOSAL INTRODUCTION

The YMCA of South Florida proposes to collaborate with the Town of Bay Harbor to provide an extensive range of programs at Ruth K. Broad/Bay Harbor K-8 Center. Our offerings include after-school care, summer camps, holiday camps, and school's out day camps, as well as enrichment programming specifically tailored to meet the needs of the Bay Harbor community.

Our programs are designed to ensure cost neutrality for the town and inclusivity for students of all abilities. By partnering with the Town of Bay Harbor, Ruth K. Broad/Bay Harbor K-8 Center, families, and community stakeholders, the Y is committed to delivering high-quality, accessible programs that enrich the lives of Bay Harbor's youth and support the overall well-being of the community.

The YMCA is dedicated to collaborating closely with the administrators of Ruth K. Broad/Bay Harbor K-8 Center to develop a tailored menu of after-school, camp, and enrichment offerings that are convenient and specifically designed to meet the needs of the Bay Harbor school community. By working together, we ensure that our programs align with the unique interests and goals of the students and the overall objectives of the school.

ENROLLMENT AND ADMISSION POLICIES

With quality in mind, seats in each program will be available based on the number of available staff, sessions, and instructors. To ensure fairness and accessibility, enrollment will be offered on a first-come, first-served basis. This approach allows us to manage class sizes effectively while providing high-quality, personalized instruction.

Parents are required to enroll their children online using the YMCA's registration platform. A registration fee is charged once annually for school-year programs and once in the summer. Parents who register in multiple offerings will only be charged a registration fee one time for each school year and summer session. To facilitate a smooth and efficient enrollment process, we provide detailed instructions and support to parents.

PROGRAM ADVERTISING AND AWARENESS PROCEDURES

The YMCA is dedicated to ensuring that parents and the school community at Ruth K. Broad/Bay Harbor K-8 Center are well-informed about our offerings through a comprehensive advertising and awareness campaign. By partnering with the Town of Bay Harbor, and the school, we will effectively utilize multiple communication channels to reach out to parents.

We will begin by leveraging existing communication channels, such as newsletters, announcements, and website postings, to inform parents about our upcoming programs. Additionally, we will create informative and visually appealing flyers and posters to be distributed and displayed throughout both the school and town premises, ensuring that parents, students, and the broader community are aware of the offerings.

Collaborating closely with the Parent-Teacher Association (PTA) will be a crucial part of our strategy. By gaining their support, we can spread the word about our programs more



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effectively and build trust within the school community. Their endorsement and involvement will help us reach a wider audience.

To maximize program participation, we will consider postage and zip code-targeted advertising, ensuring that our outreach efforts are tailored to the local community. Additionally, we will translate advertisements as needed to remain relevant to the diverse target population.

Leveraging the power of social media, we will craft engaging posts and advertisements on platforms like Facebook, Instagram, and X (Twitter), aiming to reach a broader audience. Personalized email and text notifications will also be sent to parents, providing timely updates and reminders about program offerings, registration deadlines, and special events.

Participation in school events such as open houses, parent-teacher conferences, and community meetings will provide us with opportunities to interact directly with parents and provide detailed information about our programs.

CRITICAL INCIDENT RESPONSE

The Y takes child abuse and neglect seriously, ensuring the protection and safety of participants in its programs. All Site Directors and staff are trained to identify child abuse and neglect, including a review of the State law (Florida Statute 39). If child abuse or neglect is suspected, the 1-800-96 ABUSE Hotline is called immediately. If a child abuse/neglect report is made, the Y will report the information to the town's partnership liaison.

The Y is committed to upholding and enforcing a strict Policy Against Bullying and Harassment, consistent with the Jeffrey Johnston Stand Up for All Students Act or F.S. 1006.147. Bullying and cyberbullying will not be tolerated by participants attending any Y program. Employees are required to report any incidents of bullying. If a participant is observed bullying or cyberbullying, the Y will hold a conference with the participant, their parent/guardian, and Y administrative staff to discuss a resolution.

The Y has an Emergency/Security Plan for each site, as well as written procedures in the YMCA's Safety Manual, which include threat assessment and safety drills. The Y conducts fire drills, lockdown drills, tornado drills, and code red/yellow drills (staff only) in accordance with the Florida Department of Children & Families' licensing requirements. All sites have access to a weather radio/application, which is monitored for all outdoor activities. The emergency plan includes program emergency contact phone numbers (including fire, police, Town, the school principal, and the Y's leadership), general evacuation procedures, primary and secondary evacuation sites, color-coded alert systems, bomb threat procedures, severe weather storm procedures, fire procedures, and medical emergencies.

For health-related requirements, the Y follows emergency procedures that include posting the Florida Abuse Hotline number along with other emergency numbers. Staff trained in first aid and infant/child CPR are on the premises at all times. Each site is equipped with a fully stocked first aid kit and relies on the facilities of the town for a working fire extinguisher. Monthly fire drills are conducted with children and staff. All medication and hazardous materials are kept inaccessible and out of children's reach at all times.



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For injuries requiring emergency care, 911 will be called, and the child's custodial parent or legal guardian will be notified immediately. If a custodial parent, legal guardian, or emergency contact cannot be reached, Y staff will seek medical treatment for the child as authorized. In an emergency, the Y will remain in operation under the direction of the Town liaison. In the event of necessary closings, the Y will also close, and parents will be contacted immediately to pick up their children. If an emergency closing is necessary while the program is in session, parents will be contacted by Y staff and asked to pick up their children.

The Y follows a strict illness policy and conducts health checks regularly. Y staff are required to check each child for illness or injury upon arrival and are authorized to deny care for the day if needed. A child will not be accepted into the program if they have symptoms of a contagious disease. The Y is required to notify the Miami-Dade Health Department and the child's custodial parent or legal guardian upon any suspected outbreak or communicable disease. The child will not be allowed to return to the program without medical authorization or until the signs and symptoms of the disease or virus are no longer present or the appropriate quarantine time has passed.

PICK-UP/SIGN-OUT POLICIES AND PROCEDURES

All sites are supervised by a Site Director and Security Monitor to ensure the safety and security of all participants while they are in the program. The YMCA conducts an extensive registration process, which includes obtaining the contact information of parents/guardians, emergency contacts, special medical information (e.g., medical conditions, medication, etc.), and a list of all persons authorized to sign out the child. All registration information is securely maintained and available to Y leadership electronically via the registration platform.

Additionally, all activities are planned and structured using small or large groups or pairs to enhance safety and security measures. The Y follows strict sign-out procedures, ensuring that participants are released only to authorized individuals.

All participants must be signed out by their parents/guardian or someone on their authorized pick-up list. Students may leave the program only with persons indicated on the registration form, and a photo ID is required for verification. If an unauthorized person needs to pick up a participant, the registering parent must update the contact information on the Online Parent Portal, which updates live on the administrative end of the platform. No participant is left alone at the program site after the program ends.

If a participant remains at a Y program site past the closing time (usually 6 PM), the Y Director will take the following steps:

1. Call the parent(s)/guardian(s) at work and home within 15 minutes of the program ending.
2. Notify the Y's Program Director that a participant remains on-site.
3. If parent(s)/guardian(s) cannot be reached, the staff will call the emergency contacts listed on the participant's registration form.
4. The Site Director will continue to contact the parent/legal guardian and emergency contacts until someone is reached.



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After 7 PM or one hour after closing time, if no parent/guardian or emergency contact can be reached, the Y staff will contact the local police, releasing the child to their custody. The Y staff will request that the police officer sign the release form, noting the officer's name, badge number, and case number assigned before releasing the participant. The staff remaining with the participant will complete an Accident/Incident Report Form. The Program Director and Executive Staff will be informed of the status of these situations at all times.

For emergencies, the Y's contact for Town of Bay Harbor programs is John Ortega, Executive Director, Youth Development Miami, who can be reached at 786-925-2359.

INCLUSION AND SUPPORT FOR STUDENTS OF VARYING ABILITIES

The YMCA's programming in the Town of Bay Harbor is dedicated to fostering an inclusive and supportive environment for all participants, including those with varying abilities. Our mission is to ensure that every child has the opportunity to engage in enriching and supportive experiences. Most programs will be inclusive, with specific accommodations made as needed. However, in cases where the scope of the program limits the ability to make it fully inclusive, we will clearly communicate these limitations. To promote awareness and accessibility, most of our programs will be actively advertised as inclusive, highlighting the diverse options available to all potential participants.

Intake Assessments and Individualized Support

To understand and meet each student's unique requirements, intake assessments will be conducted as needed. This process helps us gather essential information about the student's needs and ensure that appropriate accommodations are made. Support staff will be made available as needed to assist students with varying abilities during program activities.

Reasonable Accommodations

The YMCA of South Florida is committed to fostering the potential of every young person. Accommodations will be made to the environment and curriculum to ensure the success of each participant. Where necessary, we will use adaptive equipment designed for specific physical disabilities, manipulative fidgets to reduce anxiety, adaptable visual schedules, larger adaptive safety scissors for participants with limited fine motor skills, and cognitive behavioral interventions such as a token economy.

Compliance with ADA

The YMCA adheres to the Americans with Disabilities Act (ADA) and does not discriminate against any individual with a disability. We provide reasonable accommodations to qualified individuals with disabilities, ensuring they can participate fully in our programs. The ADA defines disability as a mental or physical condition that limits a major life activity, and we strive to integrate individuals with disabilities into our community programs to the extent feasible, given each individual's limitations.



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To comply with ADA and ensure reasonable accommodations, the Y follows these procedures:

- **Assessment and Planning:** Conduct intake assessments to identify the needs of students with disabilities and plan appropriate accommodations.
- **Environmental Adjustments:** Modify the environment and curriculum as needed, including using adaptive equipment and visual schedules.
- **Support and Assistance:** Provide support staff to assist students with varying abilities during program activities.
- **Ongoing Review:** Continuously monitor and adjust accommodations to ensure they meet the needs of participants.

The YMCA has defined certain situations where accommodations may not be feasible:

- If accommodations pose an undue burden, resulting in significant difficulty or expense to the program.
- If accommodations fundamentally alter the nature of the program.
- If removing barriers is not readily achievable without much difficulty or expense.
- If an individual's condition poses a significant threat to the health or safety of other participants or staff, and no reasonable means of removing the threat are available.

Referral to Community Resources

If the YMCA is unable to accommodate a child's needs, we will make every effort to refer them to a similar program or offering in the community, with the assistance of our Family Resources Team.

POSITIVE BEHAVIOR AND DISCIPLINE POLICY

The YMCA staff are committed to maintaining high standards of student behavior through non-punitive methods that instill the values of honesty, caring, respect, and responsibility. Our approach is rooted in respect for all individuals and utilizes a Positive Behavior Approach (PBA) to manage and guide behavior. This multi-tiered system of support involves increasing levels of intervention based on the student's needs. The PBA system aims to promote positive behavior through positive reinforcement, swiftly address negative behavior, and provide targeted interventions to decrease the intensity and complexity of undesirable behaviors.

During the registration process, parents/guardians receive a copy of the Y's Parent Handbook, which includes the program's Discipline Plan, and are required to acknowledge receipt. Parents/guardians will be informed of any inappropriate behavior, and all incidents will be documented in the Y's administrative records.

If a discipline issue arises, the participant will first receive a verbal warning. If the behavior persists, it will be documented, and a first written warning (Behavior Report) will be issued. Should the behavior continue, a meeting with the parent/guardian and program staff will be held to discuss and implement an Intervention Plan. If the behavior still does not improve, a



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second written warning will be issued. Continued disruptive behavior may result in dismissal from the program.

In cases of dangerous behavior or if a participant injures another individual, parents will be contacted for immediate pick-up, and the participant may be suspended or dismissed from the program. Parents must promptly pick up their child if notified of a suspension. Failure to disclose necessary information for the safety and well-being of all participants and staff will result in immediate suspension of program services.

MANDATORY HSR INSURANCE REQUIREMENT

Participation in all YMCA programs held on school property requires obtaining HSR student accident insurance. This insurance is mandatory for all children, ensuring their safety and coverage during program activities. Parents and legal guardians are responsible for purchasing this supplemental insurance plan, even if they already have family or individual medical insurance coverage. This plan does not replace existing insurance but provides additional protection.

To complete the insurance process, parents or legal guardians must register online or request a hard copy of the insurance registration from the Site Director. Proof of insurance must be provided at the time of registration, and a copy of the insurance receipt will be kept in the child's record for compliance. It is essential for families to familiarize themselves with any insurance limitations and other relevant information provided through this plan to ensure comprehensive understanding and coverage.

The YMCA is open to negotiating the handling of this requirement with the Town of Bay Harbor. If the Town is amenable, there is potential to waive this fee for families by having the Town absorb the cost, thereby ensuring that all children can participate without the additional financial burden.

RECRUITING, SELECTING, TRAINING AND EVALUATION

At the YMCA, we hold our staff to the highest standards, ensuring they are well-prepared and qualified to serve in our programs, especially those involving youth. Our recruitment process is rigorous, beginning with thorough interviews and screenings. Prospective employees undergo drug testing, federal Level II background screenings through the Florida Department of Law Enforcement and Miami-Dade County Public Schools, including fingerprinting, criminal record checks, and drug testing. Only those who receive clearance are selected for positions, and staff working with youth undergo re-screening every five years. All employees receive specialized training tailored to working with youth and individuals with special needs.

Our recruitment efforts are diverse and proactive. We regularly advertise job openings on our website and in the community, reaching out to community stakeholders and school staff where our programs are located to encourage applications from those already familiar with our participants. We also actively engage with college job fairs and recruiting events, ensuring a steady stream of talented individuals eager to join our team.



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We hire individuals over the age of 18 who demonstrate both experience and the necessary training/education. Our selection criteria encompass formal education credentials, job-specific skills, and personal attributes, ensuring equal opportunity for all qualified applicants.

Upon hire, all new employees receive our comprehensive Staff Handbook, providing essential information about program expectations, safety procedures, and personnel policies.

Consistency in staffing is essential for building trust and continuity for our participants and families. We make every effort to retain consistent staff across our programs, recognizing the importance of stable relationships between staff, students, and families in fostering long-term engagement and satisfaction.

In addition to our commitment to maintaining consistent staffing, we ensure competitive salaries to attract and retain talented individuals dedicated to our mission. By prioritizing fair compensation and hiring personnel committed to fostering utilization and consistency, we strengthen our ability to provide high-quality programs and build lasting relationships within our community.

Annually, our staff are mandated to attend a series of training sessions covering critical topics such as First Aid/CPR, Child Abuse Prevention, Bullying Prevention, Inclusion & Special Needs Training, and Cultural Diversity. These sessions equip our staff with the skills and knowledge needed to provide a safe, inclusive, and enriching environment for all participants.

At the heart of our Youth Development Miami programs are dedicated individuals who ensure the safety, well-being, and growth of our participants. *Below is a listing of the various positions within our team, along with their qualifications, experience, and job descriptions:*

1. Site Director

- *Minimum Qualification:* High School Diploma or GED required. Associate's Degree or CDA preferred.
- *Experience:* 2 years of experience in program area and current CPR and First Aid certification.
- *Job Description Summary:* The Site Director takes the lead in on-site operations, ensuring that all activities and functions meet the standards set by both the YMCA and the Town of Bay Harbor.

2. After-School/ Summer Camp Counselor

- *Minimum Qualification:* High School Diploma or GED required.
- *Experience:* 1-year experience working with school-age children strongly preferred.
- *Job Description Summary:* The Counselor supervises a specific group of youth, leading activities and guiding behaviors to foster positive youth development.

3. Specialty Counselor

- *Minimum Qualification:* High School Diploma or GED required.
- *Experience:* 2-years experience working with school-age children strongly preferred.



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- *Job Description Summary:* The Specialty Counselor supervises a specific group of participants, leading specialized activities and guiding behaviors to foster positive development within the group.

4. Specialty Certified Teacher

- *Minimum Qualification:* Bachelor's Degree in education or related field with current or past Teacher certification. Specializing in relevant enrichment areas preferred.
- *Experience:* 2-years experience working with school-age children strongly preferred.
- *Job Description Summary:* The Certified Teacher supervises a specific group of participants, leading specialized activities and guiding behaviors to foster positive development within the group.

In addition to these positions, the YMCA remains open to adding additional roles as needed to meet the evolving needs of our partnership with the Town of Bay Harbor and the programming we agree to offer. Our commitment is to ensure that our team is equipped to deliver high-quality, comprehensive programs that enrich the lives of all participants in our community.

LITIGATION

The YMCA of South Florida has been involved in several lawsuits arising out of the ordinary course of business, all of which are well within the limits of the Y's insurance policies. As of the date on this proposal, there are 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. The YMCA of South Florida, Inc. is not facing any formal challenges for programs and administrative practices.

SCOPE OF PROGRAMMING

The Y aims to bring tailored programming to the vibrant community of Bay Harbor. Our proposal is to provide comprehensive and inclusive services designed to meet the diverse needs and interests of the town's residents. Through collaborative partnerships and a deep understanding of the community, we intend to offer a range of engaging programs that foster personal growth, community connection, and well-being for participants of all ages and abilities.

Our programming will encompass a variety of offerings, including but not limited to:

- 1. After-School Programming:** Providing a safe and enriching environment for students to learn, grow, and engage in structured activities after the school day ends.
- 2. Summer Camp Programming:** Offering exciting and educational experiences during the summer months, where children can explore new interests, build friendships, and create lasting memories.
- 3. Community Enrichment Classes:** Facilitating a variety of classes and workshops that cater to diverse interests, to promote lifelong learning and skill development for participants of all ages.



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- 4. Sports Programming:** Engaging participants in organized sports leagues, clinics, and recreational activities to promote physical fitness, teamwork, and sportsmanship.
- 5. School's Out Camps:** Providing full-day programming on teacher planning days to accommodate working families and ensure continuity of care for children.
- 6. Fall, Winter, and Spring Recess Day Camps:** Offering traditional and specialized day camps during school breaks, featuring themed activities and outings to keep children engaged and entertained.
- 7. Introducing "Bay Harbor Community Connect":** In addition to our regular programming, we'll offer a range of special events tailored to the diverse interests of Bay Harbor residents. These events include but are not limited to parent nights out, movie nights, and interactive one-time experiences designed to bring the community's youth together.

Throughout our programming development process, the YMCA will be intentional in our approach, prioritizing the needs and preferences of Bay Harbor residents. We will conduct surveys and engage in ongoing dialogue with participants, families, and community stakeholders to assess needs, gather feedback, and ensure that our offerings are responsive to the community's evolving interests and priorities.

With a commitment to inclusivity, our services will be designed to accommodate individuals of varying abilities, ensuring that everyone feels welcome, valued, and supported in our programs. Together with the town of Bay Harbor, we look forward to creating a vibrant and thriving community where all residents can thrive and flourish.

AFTER-SCHOOL PROGRAMMING

The Y proudly presents its comprehensive after-school childcare services, tailored to meet the needs of PK-8 students aged four and above at Ruth K. Broad/Bay Harbor K-8 Center. Our commitment to providing a safe, stimulating, and inclusive environment extends beyond the regular school day, offering opportunities for personal growth, academic support, and personal enrichment.

Operating Monday through Friday, our afterschool programming spans 180 days during the school year, aligning with school dismissal times and extending until 6 pm, with adjustments made for Wednesday early dismissal. This program will serve as a fee-based overflow option for participants unable to secure a spot in the Town's Bright Path's After-School Program, ensuring that all students have access to high-quality afterschool care and enrichment opportunities.

Our afterschool program is designed to engage students in a variety of enriching activities that promote literacy support, academic assistance, health and fitness, social skills development, and cultural exploration. Through project-based learning, arts and cultural activities, and theme-based programs focused on STEAM (Science, Technology, Engineering, Arts, and Mathematics), we aim to nurture well-rounded individuals who embody the values of social responsibility.



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Program Activities:

- **Diverse Arts, Culture, and Traditions:** Experiencing and celebrating diverse cultures through art, music, and traditions, promoting cultural awareness and understanding.
- **Homework Assistance:** Dedicated time and support for students to complete their homework assignments, ensuring academic success and fostering a sense of responsibility.
- **Outdoor Adventurers:** Exploring nature and the environment through hands-on outdoor activities, fostering a sense of adventure and appreciation for the natural world.
- **Soccer for Success:** Engaging students in physical activity through soccer, promoting teamwork, sportsmanship, and physical fitness.
- **Youth Voice & Choice:** Empowering students to make decisions about their activities, encouraging self-expression, and promoting autonomy and leadership skills.

Sample Schedule *For Pk-1st Grade Dismissal*

Time	Monday	Tuesday	Wednesday	Thursday	Friday
1:50 – 2:30 PM	Sips & Nibbles (Snack)	Sips & Nibbles (Snack)	Sips & Nibbles (Snack)	Sips & Nibbles (Snack)	Sips & Nibbles (Snack)
2:30 – 3:30 PM	Homework Assistance	Homework Assistance	Homework Assistance	Homework Assistance	Homework Assistance
3:30 – 4:00 PM	Youth Voice & Choice	Youth Voice & Choice	Youth Voice & Choice	Youth Voice & Choice	Youth Voice & Choice
4:00 – 5:00 PM	Outdoor Time OR Soccer for Success	Outdoor Time OR Soccer for Success	Outdoor Time OR Soccer for Success	Outdoor Adventurers	Outdoor Time OR Soccer for Success
5:00 – 5:30 PM	Academic Support	Diverse Arts, Culture & Traditions	Academic Support	Diverse Arts, Culture & Traditions	Academic Support
5:30 – 6:00 PM	Youth Voice & Choice	Youth Voice & Choice	Youth Voice & Choice	Youth Voice & Choice	Youth Voice & Choice

SUMMER CAMP PROGRAMMING

The YMCA's Adventure Camp at Ruth K. Broad/Bay Harbor K-8 Center, hosts summer days filled with exploration, learning, and fun! Our Adventure Camp offers a dynamic blend of activities designed to engage children in a safe and nurturing environment while fostering personal growth and lasting memories.



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The YMCA's Adventure Camp offers a full-day summer program from 8:00 am to 6:00 pm, Monday through Friday. This program is tailored to meet the diverse interests and developmental needs of children, providing a safe and inclusive space where they can participate in a variety of enriching activities. Meals are provided through the USDA meals program to ensure campers receive one meal or snack per day.

Program Activities:

- **Diverse Arts, Culture, and Traditions:** Experiencing and celebrating diverse cultures through art, music, and traditions, promoting cultural awareness and understanding.
- **Group Literacy/ DLI:** Engages campers in literacy activities and differentiated literacy instruction to enhance reading and language skills.
- **Opening and Closing Ceremonies (Camp Songs):** Creating a spirited camp atmosphere through songs that mark the beginning and end of each day, fostering camp camaraderie and excitement.
- **Outdoor Adventurers:** Exploring nature and the environment through hands-on outdoor activities, fostering a sense of adventure and appreciation for the natural world.
- **Soccer for Success:** Engaging students in physical activity through soccer, promoting teamwork, sportsmanship, and physical fitness.
- **Youth Voice & Choice:** Empowering students to make decisions about their activities, encouraging self-expression, and promoting autonomy and leadership skills.
- **Field Trips:** Adventure Camp includes 1 weekly field trip to enrich the camp experience, allowing children to explore new places and learn firsthand about their community and beyond.

Sample Schedule *For Pk-8th Grade Participants*

Time	Activity
8:00 am - 8:45 am	Sign In/Attendance/Breakfast
8:45 am - 9:00 am	Opening Ceremonies (Camp Songs)
9:00 am - 10:00 am	Group Literacy/ DLI
10:00 am - 11:00 am	Soccer for Success (3x/week) OR Outdoor Adventurers (1x/week)
11:00 am - 12:00 pm	Youth Voice & Choice
12:00 pm - 12:30 pm	Lunch
12:30 pm - 1:30 pm	Diverse Arts, Culture, & Traditions
1:30 pm - 2:30 pm	Outdoor Activities
2:30 pm - 3:30 pm	Social Emotional Learning (30 Min.)/ & Arts & Crafts (30 Min.)
3:30 pm - 4:00 pm	Sips & Nibbles (Snack)
4:00 pm - 4:30 pm	Nutrition Education
4:30 pm - 5:00 pm	Closing Ceremony (Camp Songs)
5:00 pm - 6:00 pm	Youth Voice & Choice



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In addition to our Adventure Camp, the Y proposes collaboration with enrichment vendors to offer 1-week rotating specialty camp offerings during the summer to add program variety to summer offerings. These specialty camps will mirror an extended day version of our community enrichment classes, providing campers with a focused, immersive experience in various disciplines and could include but are not limited to:

- **305 Mini Chefs (Cooking):** A week-long culinary journey where young chefs master cooking techniques and create delicious dishes.
- **Animated Art:** An immersive art camp where participants explore animation and bring their creations to life.
- **Art Explosion (Art):** A deep dive into various art forms, encouraging creativity and artistic expression.
- **Awesome Science (Science):** Engaging hands-on experiments and scientific explorations.
- **Coding & Robotics:** An intensive week of coding projects and robotic challenges.
- **Cheerleading:** Developing teamwork and athletic skills in a fun, energetic environment.
- **Jugarte (Spanish):** An engaging Spanish language camp combining education with enjoyable activities.
- **Lego Wizards (Lego):** Creative building challenges and projects with Lego.
- **Velocity Dance (Dance):** Dance workshops that promote fitness, coordination, and self-expression.

These specialty camps will provide campers with enriching, hands-on experiences, fostering skills and interests that last a lifetime.

COMMUNITY ENRICHMENT CLASSES

The YMCA is committed to serving the community by offering enriching activities that cater to the diverse needs and interests of students at Ruth K. Broad/Bay Harbor K-8 Center. To ensure our programs are relevant and impactful, we actively engage with the community through surveys and feedback mechanisms. By listening to the voices of parents, teachers, and students, we gain valuable insights into their preferences and priorities.

Surveys are conducted periodically to gather input on desired enrichment activities, preferred class times, and specific interests. This feedback informs our program development process, allowing us to tailor offerings that resonate with the community. Whether it's introducing new clubs, adjusting schedules, or enhancing existing programs, our goal is to continuously meet the evolving needs of families and schools.

Our Enrichment Programs are structured in 6–8 week sessions, providing flexibility to rotate classes regularly. This rotation not only keeps the programming fresh and exciting but also allows participants to explore different subjects and activities throughout the school year. For example, a session may begin with popular clubs like Art Explosion and Lego Wizards, followed by sessions focusing on Coding & Robotics and Cheerleading in subsequent sessions.

This variety ensures that students have opportunities to discover and develop new skills while maintaining engagement and enthusiasm. Each session is designed to foster creativity,



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practical skills, and a passion for learning, contributing to a well-rounded educational experience beyond the traditional classroom setting.

The YMCA proudly presents a diverse array of Enrichment Programs designed to ignite curiosity, foster creativity, and support lifelong learning. Our catalog boasts a rich tapestry of offerings that cater to a wide range of interests and educational pursuits, which include but are not limited to:

- **Community Enrichment Classes:** Our Community Enrichment Classes feature a diverse array of offerings, including **305 Mini Chefs (Cooking)**, **Animated Art**, **Art Explosion (Art)**, **Awesome Science (Science)**, **Coding & Robotics**, **Cheerleading**, **Small-Group Homework/ Tutoring**, **Jugarte (Spanish)**, **Lego Wizards (Lego)**, and **Velocity Dance (Dance)**. Each program is meticulously crafted to inspire and engage participants, providing opportunities for exploration and skill development across a variety of disciplines. These programs represent the initial menu offerings available as we embark on our partnership, designed to cater to diverse interests and promote lifelong learning.
- **Sunday Community Enrichment Classes:** In response to the community's needs and preferences, our Sunday Programs are tailored to provide enriching experiences that align seamlessly with participants' schedules, catering especially to youth from an early age and fostering developmental milestones through engaging activities. These programs will be phased into our partnership following an assessment of community needs and appropriate staffing for each offering. As we introduce these programs, participants can anticipate a spectrum of offerings. **Tiny Tots** Sessions create a nurturing environment where toddlers explore foundational skills and social interaction, while **Mommy & Me Classes** strengthen bonds between caregivers and children through interactive play and learning adventures. Additionally, our lineup includes various Early Learning Opportunities aimed at instilling essential literacy, numeracy, and social-emotional skills. Each program is meticulously curated to support holistic child development, nurturing curiosity, creativity, and confidence. By providing meaningful experiences in a supportive setting, we aim to empower the youngest members of our community to thrive and grow.
- **Active Older Adult Programs:** In addition to our existing offerings, the YMCA is dedicated to serving the active older adults in the Bay Harbor community. We recognize the importance of providing programs that promote physical health, mental well-being, and social interaction for seniors. To address these needs, we will begin by offering Yoga and art classes, which have proven to be highly beneficial and popular among older adults.

To ensure that our programs meet the evolving needs of the community, we will actively engage with seniors and community stakeholders through surveys and feedback mechanisms. This will help us understand their preferences and interests, allowing us to tailor our offerings accordingly.

Program Offerings:



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- **Yoga Classes:** Designed to enhance flexibility, balance, and relaxation, our Yoga classes provide a gentle yet effective way for seniors to stay active and healthy. These sessions will be adapted to suit various fitness levels, ensuring inclusivity and accessibility for all participants.
- **Art Classes:** Encouraging creativity and self-expression, our art classes offer a fun and engaging environment for seniors to explore different art forms. These classes will not only help improve cognitive function and fine motor skills but also provide a wonderful opportunity for social interaction and community building.

Implementation and Phasing:

- We will start with Yoga and art classes as our initial offerings. Based on feedback and participation levels, we will phase in additional programs and activities to meet the diverse needs and interests of Bay Harbor's senior residents.
- In partnership with the Town, we will continuously assess the effectiveness and impact of these programs, making necessary adjustments and introducing new offerings as needed.

Sample Schedule

For Pk-1st Grade Participants

Reminder: Simultaneous Offerings Scheduled Monday through Friday in the Sports Section.

Time	Monday	Tuesday	Wednesday	Thursday	Friday
1:50 – 3:00 PM	Small Group Homework/ Tutoring	Small Group Homework/ Tutoring	Small Group Homework/ Tutoring	Small Group Homework/ Tutoring	Small Group Homework/ Tutoring
3:05 – 4:05 PM	Velocity Dance	Jugarte (Spanish)	Lego Wizards (Lego)	305 Mini Chefs	Awesome Science

Sample Schedule

For 2nd – 8th Grade Participants

Reminder: Simultaneous Offerings Scheduled Monday through Friday in the Sports Section.

Time	Monday	Tuesday	Wednesday	Thursday	Friday
3:05 – 4:05 PM	Small Group Homework/ Tutoring	Small Group Homework/ Tutoring	Small Group Homework/ Tutoring	Small Group Homework/ Tutoring	Small Group Homework/ Tutoring
4:10 – 5:10 PM	Velocity Dance	Jugarte (Spanish)	Lego Wizards (Lego)	305 Mini Chefs	Awesome Science



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YOUTH SPORTS CLASSES AND LEAGUES

The YMCA Youth Sports Program is designed to foster skill development, teamwork, and sportsmanship among participants in grades PK-8 at Ruth K. Broad/Bay Harbor K-8 Center. Emphasizing inclusivity and fair play, our program ensures that every child has the opportunity to participate fully, regardless of skill level or experience.

Key Program Principles:

- **Everyone Plays:** Our program operates on the principle that every participant gets playing time during games and practices. This approach not only enhances physical skills but also promotes teamwork and social interaction.
- **Safety First:** Safety is our top priority. We implement age-appropriate modifications and closely supervise all activities to prevent injuries. Rigorous safety protocols, including medical waivers, facility inspections, and equipment checks, ensure a secure environment for all participants.
- **Fair Play and Positive Competition:** Participants learn valuable life skills such as decision-making, communication, and sportsmanship in a supportive team environment. We emphasize playing by the rules, respecting opponents, and maintaining a balanced perspective on winning and losing.
- **Family Involvement:** We encourage family participation through volunteer opportunities as coaches, officials, and supporters. This involvement fosters positive role modeling, strengthens community bonds, and enriches the overall experience for participants.
- **Sports for All and Fun:** Our program welcomes diversity and celebrates inclusivity, respecting and appreciating all participants regardless of background or ability. We prioritize enjoyment and skill development, ensuring that every child has a positive and rewarding experience. Each season, participants receive medals, t-shirts, or jerseys, allowing them to proudly demonstrate their participation and achievements in the program. This not only fosters a sense of accomplishment but also creates lasting memories and a sense of community among all participants.

Program Structure and Offerings

The YMCA Youth Sports Program operates in 6–7-week sessions aligned with the school calendar. Each session focuses on a specific sport, with classes lasting between 45 minutes to 1 hour, depending on the age group. Sports sessions are scheduled during after-school hours to accommodate participants' schedules.

Age-Specific Divisions

- **The Rookies (PK-1st grades):** Our youngest athletes are introduced to the fundamental aspects of each sport. Emphasizing fun and participation, this group focuses on learning basic skills in a supportive and engaging environment.
- **The Winners (2nd-5th grades):** Participants in this age group are encouraged to hone their individual skills within a team setting. They learn the rules of the game more comprehensively while continuing to develop teamwork and sportsmanship.



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- **The Champions (6th-8th grades):** Representing our oldest and most competitive league, the Champions group focuses on refining skills and strategies. Participants in this age group experience more structured gameplay, preparing them for higher levels of competition while fostering leadership and teamwork abilities.

These age-specific divisions ensure that every participant receives appropriate instruction and challenges, promoting personal growth, confidence, and a lifelong enjoyment of sports.

Programming Options

- **Practice Teams:** Designed for participants who want to practice a sport two times per week, focusing on skill development and teamwork.
- **Team Sports:** These teams compete amongst YMCA teams across our South Florida sports network, providing a competitive and structured environment.
- **Drill Sports:** Offered one time per week, these sessions are designed for kids to get out and have fun, ensuring a daily sports offering for continuous physical activity and enjoyment.

Sample Annual Offerings

Session	Program 1	Program 2	Program 3
Fall Session	Basketball Practice	Volleyball Team	Soccer Drills
Winter Session	Softball Practice	Volleyball Team	Flag Football Drills
Spring I	Flag Football Practice	Basketball Team	Softball Drills
Spring II	Soccer Practice	Basketball Team	Basketball Drills

Sample Schedule - Fall

For Pk-1st Grade Participants

Reminder: Simultaneous Offerings Scheduled Monday through Friday in the Enrichment Classes Section.

Time	Monday & Tuesdays	Thursdays & Fridays	Wednesdays
1:50 – 3:00 PM	Basketball Practice	Volleyball Team	Soccer Drills

Sample Schedule - Fall

For 2nd – 8th Grade Participants

Reminder: Simultaneous Offerings Scheduled Monday through Friday in the Enrichment Classes Section.

Time	Monday & Tuesdays	Thursdays & Fridays	Wednesdays
3:05 – 4:05 PM	Basketball Practice	Volleyball Team	Soccer Drills



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SCHOOL'S OUT CAMPS

The YMCA's School's Out Camps offer comprehensive full-day programming designed to support working families and provide engaging activities for children during school holidays and teacher workdays held at Ruth K. Broad/Bay Harbor K-8 Center. These camps ensure continuity of care in a safe and enriching environment. Each School's Out Camp day is filled with a variety of activities that promote physical activity, creativity, and social interaction, aligned with the YMCA's commitment to holistic child development.

Program Highlights

- **Full-Day Care:** Operating from early morning to late afternoon, accommodating working parents with extended care options.
- **Structured Activities:** Curriculum includes a blend of recreational games, arts and crafts, educational activities, and team-building exercises.
- **Themed Days:** Each camp day features themed activities to keep children excited and engaged.
- **Qualified Staff:** Experienced and trained staff members supervise activities, ensuring safety and facilitating positive interactions.

FALL, WINTER, AND SPRING RECESS DAY CAMPS

The YMCA's Fall, Winter, and Spring Recess Day Camps offer dynamic day-long programming during school breaks, providing children with opportunities for exploration, skill development, and fun-filled experiences held at Ruth K. Broad/Bay Harbor K-8 Center. These camps are structured to align with school schedules while offering unique themes and activities that cater to diverse interests and age groups. Each camp session is designed to foster creativity, build confidence, and promote social interaction in a supportive environment.

Program Highlights

- **Themed Camp Sessions:** Camps feature thematic programming such as arts and crafts, outdoor adventures, science exploration, and more.
- **Specialized Activities:** Activities tailored to specific interests, including sports clinics, STEM challenges, performing arts workshops, and nature explorations.
- **Field Trips and Outings:** Opportunities for educational and recreational outings to local attractions, parks, museums, and other community venues.
- **Engaging Curriculum:** Curriculum incorporates educational components and hands-on learning experiences that align with school break themes.
- **Professional Supervision:** Trained staff members oversee activities, maintaining a safe and supportive environment for all campers.

These camp programs are designed to enrich children's experiences during school breaks, offering a blend of educational enrichment, recreational activities, and social development opportunities that contribute to their overall well-being and growth.



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"BAY HARBOR COMMUNITY CONNECT"

"Bay Harbor Community Connect" expands the YMCA's offerings beyond regular programming to include a variety of special events designed to cater to the diverse interests and needs of Bay Harbor residents. These events are crafted to foster community engagement, provide opportunities for social interaction, and create memorable experiences for families and youth in the Bay Harbor area.

Program Offerings

- **Parent Nights Out:** Scheduled evenings where parents can enjoy some time off while their children participate in supervised activities at the YMCA. These events promote community bonding among parents and offer a safe environment for children to socialize.
- **Movie Nights:** Family-friendly movie screenings, providing a relaxed and enjoyable outing for families in the Bay Harbor community. Movie nights may include themed decorations, snacks, and post-movie discussions or activities.
- **Interactive One-Time Experiences:** Engaging and educational activities designed to spark curiosity and creativity among youth. These experiences may include workshops on topics like science experiments, arts and crafts, cultural celebrations, or hands-on demonstrations from local experts.

Objectives

- **Community Engagement:** Foster a sense of community among Bay Harbor residents through shared experiences and activities.
- **Family Support:** Provide opportunities for families to spend quality time together in a safe and inclusive environment.
- **Youth Enrichment:** Offer diverse and enriching activities that contribute to the social, emotional, and intellectual development of youth in Bay Harbor.

Implementation

- Events will be scheduled periodically throughout the year to coincide with holidays, school breaks, and community interests.
- Promotion and registration for events will be managed through the YMCA's and Town communication channels, ensuring accessibility and participation from Bay Harbor residents.
- The YMCA will work with Town officials to develop programming that makes the most sense for the community. We will provide official vendor quotes and detailed operational costs per offering to ensure cost transparency. For example, movie night screenings and operations typically cost between \$2,500 and \$3,000 per event.

The YMCA is willing to work with the Town to offer these services at little to no cost to residents if the Town is willing to absorb the costs of the events. We can handle these arrangements on an event-by-event basis, ensuring flexibility and responsiveness to the community's needs.



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"Bay Harbor Community Connect" aims to create a vibrant and connected community where residents of all ages can come together, participate in meaningful activities, and build lasting relationships. Through these special events, the YMCA continues to serve as a hub for community engagement and enrichment in Bay Harbor.

SERVICE FEES & YMCA SCHOLARSHIP

At the YMCA, we are committed to delivering high-quality programming to the Town of Bay Harbor while ensuring our services remain cost-neutral to the town. This commitment guarantees affordability and accessibility without compromising the excellence of our offerings. The YMCA proposes cost-neutral programming to the Town of Bay Harbor, aligning our financial strategy with the town's objectives to provide sustainable and impactful services to residents of all ages.

Program Costs

- **Registration Fees:** Non-refundable fees collected at the time of enrollment to secure a participant's place in the program, paid once annually and/or in the summer.
- **Program Fees:** Cover operational expenses such as staffing, materials, and facility use, ensuring the quality and reliability of our programs – fees are all-inclusive.

To uphold financial stability, the YMCA follows a structured refund policy:

- Refunds are issued only in cases of documented medical emergencies verified by a physician.
- Vice-President reviews and handles extenuating circumstances on a case-by-case basis.
- In the event of school or program closure (e.g., due to a pandemic), families receive credits for services paid but not rendered. Credits can be applied to future programming or refunded upon request.

Additional Considerations and Notes:

- All courses require a minimum enrollment of 15 participants to open.
- Non-resident fees include an additional charge of \$20 per offering.
- "Camp - Teacher Planning Days" will have an additional \$10 charge for non-residents to ensure cost feasibility instead of the \$20 per offering fee.
- All resident program fees are based on the profit split that would have been charged to the town and reflect our base rates.

YMCA Scholarship Program

To further ensure accessibility, we have an established scholarship fund to assist families who cannot afford the full cost of our programs. Families in need of financial assistance are encouraged to apply for scholarships. We use a sliding scale to evaluate each applicant individually, customizing program fees to fit each family's unique financial situation. Our



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FOR SOCIAL RESPONSIBILITY**

goal is to ensure that no one is turned away from participating in our programs due to an inability to pay.

A program costs table is attached to this proposal, outlining the costs for the proposed offerings for the 2024-2025 program year. The table below outlines the base rates per offering and is less detailed than the program catalog.

Program Costs Table – Base Rates

Program	Registration Fee	Fee Per Service Day	Frequency	Sample Fee: Resident + Registration	Sample Fee: Non-Resident + Registration
After School	\$50	\$12	Monthly	\$240	\$260
Camp - Summer	\$50	\$35	2-Week Sessions	\$350	\$370
Camp - Teacher Planning Day	\$50	\$35	Per Service Day	\$35	\$45
Camp - Fall Recess	\$50	\$35	3 Service Days	\$105	\$125
Camp - Winter Recess	\$50	\$35	4 Service Days 2 Weeks	\$140	\$160
Camp - Spring Recess	\$50	\$35	5 Service Days	\$175	\$195
Enrichment Program - Tier 1 (1 Class Per Week)	\$50	\$20	6-Week Sessions	\$120	\$140
Enrichment Program - Tier 2 (1 Class Per Week)	\$50	\$25	6-Week Sessions	\$150	\$170
Enrichment Program - Tier 3 (1 Class Per Week)	\$50	\$30	6-Week Sessions	\$180	\$200
Enrichment Program - Tier 4 (1 Class Per Week)	\$50	\$40	6-Week Sessions	\$240	\$260
Enrichment Program - Tier 5 (1 Class Per Week)	\$50	\$50	6-Week Sessions	\$300	\$320
Sports Programs – Drills (1 Weekly Class)	\$50	\$20	6-Week Sessions	\$120	\$140
Sports Programs - Practice (2 Classes Per Week)	\$50	\$20	6-Week Sessions	\$240	\$260
Sports Programs – League (2 Classes + 1 Game Per Week)	\$50	\$20	6-Week Sessions	\$300	\$320

PARTNERSHIP AND TOWN SUPPORT

The YMCA proposes a comprehensive partnership with the Town of Bay Harbor aimed at enriching community life and optimizing program delivery. Central to this collaboration are



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several key supports requested from the Town to enhance the effectiveness and accessibility of YMCA programs.

We are pleased to offer positions to the full-time and part-time recreation attendants as part-time employees with us at hourly rates between \$18 and \$20. We propose to utilize them in the same capacity they currently serve the town, including providing clerical assistance related to programming registrations and other administrative tasks. Our part-time employees typically work up to 25 hours per week during the school year and up to 35 hours per week during the summer. Since these are known existing employees, their transition to the YMCA would ease clear communication, effective program direction, and robust community engagement.

As programming develops in the Town of Bay Harbor, we intend to assign a full-time Program Manager to this partnership. We will reassess the fiscal feasibility of this arrangement after the first session of programs.

To support the YMCA's efforts and ensure the success of this partnership, we request the following contributions from the Town:

- 1. Cleaning Services:** Provision of essential cleaning services for the spaces utilized for YMCA programming, maintaining a safe and hygienic environment for all participants and staff.
- 2. HSR Insurance Cost Absorption:** Absorption of the cost of the HSR insurance policy for families participating in YMCA programs, ensuring comprehensive coverage and peace of mind for all involved.
- 3. Parking and Toll Validations:** Provision of parking and toll validations for YMCA staff to reduce logistical barriers to program delivery.
- 4. Dedicated Office Space:** Allocation of a dedicated office space within the Town to serve as a centralized hub for parent registration for YMCA-sponsored programs. This space will host the YMCA's assigned program administrator, enabling efficient coordination and support for families accessing YMCA initiatives.

This collaborative effort underscores the Town's commitment to supporting community enrichment and wellness through accessible, high-quality programs. Together, we aim to create a vibrant and inclusive community where residents of all ages can thrive and benefit from engaging YMCA initiatives. We look forward to forging this partnership and collectively enhancing the quality of life in Bay Harbor.

COURSE	GRADES	TIMEFRAME	DAY OF WEEK	COURSE TIMES	FREQUENCY	REGISTRATION FEE	PROGRAM COST RESIDENT	PROGRAM COST NON-RESIDENT
AFTER SCHOOL PROGRAM								
After School - Overflow Program	PK-8	Year-Round 2024-2025	M-F	8:00 AM - 6:00 PM	Monthly	\$ 50	\$ 240	\$ 260
DAY CAMP PROGRAMS								
Camp - Summer (Adventure Camp)	PK-8	June 9 - August 1 * No Service Jun. 19 & Jul. 4	M-F	8:00 AM - 6:00 PM	2-Week Sessions	\$ 50	\$ 350	\$ 370
Camp - Teacher Planning Days	PK-8	Oct. 3, Nov. 5, Dec. 20, Jan. 17, Mar. 31, Apr. 18	Varies	8:00 AM - 6:00 PM	Per Teacher Planning Day	\$ 50	\$ 35	\$ 55
Camp - Fall Recess	PK-8	November 25 - November 27	M-W	8:00 AM - 6:00 PM	Per Timeframe	\$ 50	\$ 105	\$ 125
Camp - Winter Recess	PK-8	December 23 - January 3 * No Service Dec. 25 & Jan. 1	M-F	8:00 AM - 6:00 PM	Per Timeframe	\$ 50	\$ 140	\$ 160
Camp - Spring Recess	PK-8	March 24 - March 28	M-F	8:00 AM - 6:00 PM	Per Timeframe	\$ 50	\$ 175	\$ 195
COMMUNITY ENRICHMENT PROGRAMS - SESSION 1								
Art Explosion (Art)	PK-8	October 7 - November 15	M	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Awesome Science (Science)	PK-8	October 7 - November 15	T	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 180	\$ 200
Jugarte (Spanish)	PK-8	October 7 - November 15	W	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Lego Wizards (Lego)	PK-8	October 7 - November 15	Th	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Velocity Dance (Dance)	PK-8	October 7 - November 15	F	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	October 7 - November 15	M	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Small Group Homework/ Tutoring	PK-8	October 7 - November 15	T	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	October 7 - November 15	W	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	October 7 - November 15	Th	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	October 7 - November 15	F	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Volleyball Team	PK-8	October 7 - November 15	Th/ F	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 320	\$ 340
Basketball Practice	PK-8	October 7 - November 15	M/ T	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 220	\$ 240
Soccer Drills	PK-8	October 7 - November 15	W	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Active Older Adult Yoga	Adult	October 7 - November 15	T	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Active Older Adult Art	Adult	October 7 - November 15	Th	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Tiny Tots	Adult	October 7 - November 15	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Mommy & Me	Adult	October 7 - November 15	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170

COURSE	GRADES	TIMEFRAME	DAY OF WEEK	COURSE TIMES	FREQUENCY	REGISTRATION FEE	PROGRAM COST RESIDENT	PROGRAM COST NON-RESIDENT
COMMUNITY ENRICHMENT PROGRAMS - SESSION 2								
Art Explosion (Art)	PK-8	December 2 - January 24	M	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Awesome Science (Science)	PK-8	December 2 - January 24	T	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 180	\$ 200
Jugarte (Spanish)	PK-8	December 2 - January 24	W	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Lego Wizards (Lego)	PK-8	December 2 - January 24	Th	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Velocity Dance (Dance)	PK-8	December 2 - January 24	F	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 100	\$ 120
Small Group Homework/ Tutoring	PK-8	December 2 - January 24	M	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Small Group Homework/ Tutoring	PK-8	December 2 - January 24	T	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	December 2 - January 24	W	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	December 2 - January 24	Th	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	December 2 - January 24	F	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 100	\$ 120
Volleyball Team	PK-8	December 2 - January 24	Th/ F	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 280	\$ 300
Softball Practice	PK-8	December 2 - January 24	M/ T	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 220	\$ 240
Flag Football Drills	PK-8	December 2 - January 24	W	Grades PK-1 = 1:50 - 3:00PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Active Older Adult Yoga	Adult	December 2 - January 24	T	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Active Older Adult Art	Adult	December 2 - January 24	Th	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Tiny Tots	Adult	December 2 - January 24	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 120	\$ 140
Mommy & Me	Adult	December 2 - January 24	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 120	\$ 140
COMMUNITY ENRICHMENT PROGRAMS - SESSION 3								
Mini Chefs (Cooking)	PK-8	February 3 - March 14	M	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Cheerleading	PK-8	February 3 - March 14	T	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Animated Art	PK-8	February 3 - March 14	W	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Coding & Robotics	PK-8	February 3 - March 14	Th	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Velocity Dance (Dance)	PK-8	February 3 - March 14	F	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	February 3 - March 14	M	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Small Group Homework/ Tutoring	PK-8	February 3 - March 14	T	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170

COURSE	GRADES	TIMEFRAME	DAY OF WEEK	COURSE TIMES	FREQUENCY	REGISTRATION FEE	PROGRAM COST RESIDENT	PROGRAM COST NON-RESIDENT
Small Group Homework/ Tutoring	PK-8	February 3 - March 14	W	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	February 3 - March 14	Th	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	February 3 - March 14	F	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 100	\$ 120
Basketball Team	PK-8	February 3 - March 14	Th/ F	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 320	\$ 340
Flag Football Practice	PK-8	February 3 - March 14	M/ T	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 220	\$ 240
Softball Drills	PK-8	February 3 - March 14	W	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Active Older Adult Yoga	Adult	February 3 - March 14	T	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Active Older Adult Art	Adult	February 3 - March 14	Th	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Tiny Tots	Adult	February 3 - March 14	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Mommy & Me	Adult	February 3 - March 14	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
COMMUNITY ENRICHMENT PROGRAMS - SESSION 4								
Mini Chefs (Cooking)	PK-8	April 1 - May 9	M	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Cheerleading	PK-8	April 1 - May 9	T	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Animated Art	PK-8	April 1 - May 9	W	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Coding & Robotics	PK-8	April 1 - May 9	Th	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Velocity Dance (Dance)	PK-8	April 1 - May 9	F	Grades PK-1 = 3:05 - 4:05 PM Grades 2-8 = 4:10 -5:10 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Small Group Homework/ Tutoring	PK-8	April 1 - May 9	M	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 125	\$ 145
Small Group Homework/ Tutoring	PK-8	April 1 - May 9	T	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	April 1 - May 9	W	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	April 1 - May 9	Th	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 150	\$ 170
Small Group Homework/ Tutoring	PK-8	April 1 - May 9	F	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 100	\$ 120
Basketball Team	PK-8	April 1 - May 9	Th/ F	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 320	\$ 340
Soccer Practice	PK-8	April 1 - May 9	M/ T	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 220	\$ 240
Basketball Drills	PK-8	April 1 - May 9	W	Grades PK-1 = 1:50 - 3:00 PM Grades 2-8 = 3:05 - 4:05 PM	6 Weeks	\$ 50	\$ 120	\$ 140
Active Older Adult Yoga	Adult	April 1 - May 9	T	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170

COURSE	GRADES	TIMEFRAME	DAY OF WEEK	COURSE TIMES	FREQUENCY	REGISTRATION FEE	PROGRAM COST RESIDENT	PROGRAM COST NON-RESIDENT
Active Older Adult Art	Adult	April 1 - May 9	Th	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Tiny Tots	Adult	April 1 - May 9	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170
Mommy & Me	Adult	April 1 - May 9	Sun.	10:00 AM - 11:00 AM	6 Weeks	\$ 50	\$ 150	\$ 170

** All courses require a minimum enrollment of 15 students to open.*

** Non-resident fees include an additional charge of \$20 per offering.*

** Camp - Teacher Planning Days will have an additional \$10 charge for non-residents to ensure cost feasibility.*

** All resident program fees are based on the profit split that would have been charged to the town and reflect our base rates.*



YOUTH DEVELOPMENT
YMCA OF SOUTH FLORIDA
900 SE 3rd Avenue, Suite 210
Fort Lauderdale, Florida 33316

To learn more about our Youth Development programs contact:

John M. Ortega, MBA
Executive Director
Youth Development Miami
JOrtega@YMCASouthFlorida.org
(305) 357-4000 Ext. 1124

PREPARED FOR **TOWN OF BAY HARBOR**



AGENDA ITEM REPORT

July 25, 2024

ITEM NUMBER: 3.

ITEM: Consideration and Approval of a Resolution approving an Employment Agreement between the Town of Bay Harbor Islands and Town Manager Jenice Rosado. Enclosed is a copy of the Employment Agreement.

DESCRIPTION:

On June 10, 2024, Town Manager Maria Lasday and the Town mutually ended their employment relationship. The Town Council appointed Deputy Town Manager Jenice Rosado as the Interim Town Manager. On June 18th, Mrs. Rosado was appointed to permanent Town Manager, and the council directed the Town Attorney to negotiate an employment agreement for town manager services. Enclosed is the agreement setting forth the terms and conditions of employment.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

Former Town Manager's annual salary & benefits (base salary, auto, and housing allowance) = \$309,550

Proposed Town Manager's annual salary & benefits (base salary, auto, and 457ICMA) = \$259,800

Annual salary savings for Town Manager = \$49,750

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Resolution - Jenice Rosado Town Manager Employment Agreement
2.	Town Manager Employment Agreement-Jenice Rosado

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT WITH TOWN MANAGER JENICE ROSADO; PROVIDING FOR INCORPORATION OF RECITALS; AUTHORIZING EXECUTION OF THE AGREEMENT, AUTHORIZING EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Town Council appointed Jenice Rosado as the permanent Town Manager on June 18, 2024 and authorized the Town Attorney to negotiate an Employment Agreement (“Agreement”) for Town Manager services; and

WHEREAS, a copy of the agreement setting the terms and conditions of employment for town manager services is attached hereto as Exhibit 1; and

WHEREAS, after careful consideration, the Council has determined it is in the best interest and welfare of the citizens of the Town to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bay Harbor Islands, Florida, as follows:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Agreement between the Town of Bay Harbor Islands and Town Manager Jenice Rosado is hereby approved in substantially the form attached hereto as “Exhibit 1”, and the Council authorizes the Mayor to execute the Agreement.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 25th day of July 2024.

JOSHUA D. FULLER
MAYOR

ATTEST:

**YVONNE P. HAMILTON, CMC
TOWN CLERK**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.**

**TOWN OF BAY HARBOR ISLANDS
TOWN MANAGER EMPLOYMENT AGREEMENT**

THIS TOWN MANAGER EMPLOYMENT AGREEMENT (“Agreement”), executed on this ____ day of _____, 2024, is by and between the Town of Bay Harbor Islands, Florida, a Florida municipal corporation (“Town”), and JENICE ROSADO (“Rosado” or “Town Manager”).

WITNESSETH:

WHEREAS, Article III, Section 3.01 of the Town’s Charter requires that there shall be a Town Manager who shall be the Chief Administrative Officer of the Town; and

WHEREAS, the Town desires to employ Rosado to serve as Town Manager of the Town, as provided in Article III of the Town Charter and as set forth in this Agreement; and

WHEREAS, the Town desires to provide for certain benefits and compensation for the Town Manager to establish conditions of employment applicable to the Town Manager; and

WHEREAS, Rosado desires to accept employment as the Town Manager of the Town under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

- A. The Town hereby hires and appoints Jenice Rosado as its Town Manager, under the terms established herein, to perform the duties and functions specified in the Town Charter and the Town’s Code of Ordinances (“Code”) and to perform such other legally permissible and proper duties and functions as the Town Council shall, from time to time, assign to the Town Manager.
- B. The Town’s employment of Rosado as the Interim Town Manager began on June 10, 2024, and the Town Council appointed Rosado as the permanent Town Manager on June 18, 2024 (“Commencement Date”).
- C. This Agreement shall remain in effect until terminated by the Town or the Town Manager, as provided for in this Agreement (“Term”).

Section 2. Duties and Obligations

- A. The Town Manager shall fulfill and perform all duties, responsibilities, and obligations set forth in the Town Charter and Code as the Chief Administrative Officer of the Town to the best of her abilities, in a professional fashion, with full decorum, as historically

required of the Town Manager of the Town, and pursuant to the Code of Ethics of the International City/County Management Association, and applicable local, county, state and federal ethics codes.

- B.** The position of Town Manager is an exempt position pursuant to the Federal Fair Labor Standards Act. The Town Manager shall dedicate no less than an average of forty (40) hours per week in the performance of her duties hereunder spread over a five (5) day work week (Monday through Friday). The Town Manager shall attend all meetings of the Town, and make herself accessible to the Town Council, Town employees, and Town agents during weekends, if reasonably necessary. The Town Manager or her designee shall attend all Town sponsored events held on weekends. The Town Manager shall be on call 24 hours a day to respond to emergencies within the Town and shall inform the Town Council of such emergencies as soon as reasonably practical.
- C.** In the event the Town Manager is unable to perform her duties for more than fourteen (14) consecutive days, the Town Council shall designate an Acting Town Manager in accordance with the Town Charter and Code.

Section 3. Compensation

- A.** The Town shall pay the Town Manager an annual base salary of Two Hundred Fifty Thousand Dollars (\$250,000.00) payable in equal installments with the same pay frequency that all Town employees are paid. Said pay will be applied retroactively effective to June 10, 2024.
- B.** The Town will provide the Town Manager with the same cost of living and merit adjustments that it provides to the Town's other exempt employees.

Section 4. Automobile Allowance, Communications and Computer Equipment

- A.** The Town shall grant the Town Manager an automobile allowance of Six Hundred Dollars (\$600.00) per month. The Town also agrees to reimburse the Town Manager for mileage for travel outside of Miami-Dade County associated with business of the Town pursuant to the Employee Manual.
- B.** The Town shall provide the Town Manager with a Town cell phone to use for Town business purposes.
- C.** The Town shall provide the Town Manager with a laptop computer or any other necessary equipment to use for Town business purposes.

D. Section 5. Dues and Subscriptions

The Town agrees to pay the Town Manager's reasonable and customary professional dues and subscriptions that are necessary for full participation in national, regional, state and

local associations and organizations for the Town Manager's growth and advancement for the Town, including the International City/County Management Association and the Florida City and County Management Association. The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line-item basis) or as authorized separately by the Town Council.

Section 6. Professional Development

Subject to the Town's prior approval, which shall not be unreasonably withheld, the Town agrees to pay reasonable and customary travel and per diem expenses for the Town Manager's travel to and attendance at the International City/County Management Association's annual conference, the Florida City and County Management Association's annual conference, the Miami-Dade League of Cities' annual conference, and the Florida League of Cities' annual conference. The Town Council may choose to pay for the Town Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate.

Section 7. Community Involvement

The Town recognizes the desirability of representation in and before local civic and other organizations and encourages the Town Manager to participate in these organizations to foster a continuing awareness of the Town's activities as well as the community's attitudes and ideas.

Section 8. Vacation and Sick Leave

Town Manager shall receive five (5) weeks of paid vacation per year. The Town Manager shall receive sick time and personal days as set forth in the Employee Manual. Unused vacation and sick leave shall rollover annually. The Town Manager will be allowed to cash out sick / vacation time annually as set forth in the Employee Manual.

Section 9. Paid Holidays

The Town Manager is entitled to the same paid holidays that the other Town employees receive, as set forth in the Employee Manual.

Section 10. Health, Dental, Life, Vision and Disability Insurance

The Town Manager shall be eligible to participate in the Health, Dental, Life, Vision and Disability Insurance that are offered to the Town's employees, pursuant to the Employee Manual and all terms and conditions of such insurance plans and policies required by the Town's insurance companies.

Section 11. Pension/Retirement/457 Plan

The Town Manager shall be eligible to participate in the Pension, Retirement, 457 Plan(s) that are offered to the Town's employees, pursuant to the Employee Manual and all terms and conditions of such plans and policies required by the Town's sponsors and plan administrators. The Town shall contribute \$100 bi-weekly to the Town Manager's 457 plan.

Section 12. Termination by the Town and Severance Pay

- A.** The Town Manager shall serve at the pleasure of the Town Council. The Town Council may terminate this Agreement and the Town Manager's employment with the Town at any time, with or without cause, pursuant to Section 3.01 of the Town Charter (as may be amended from time to time).
- B.** Should the Town Council terminate the services of the Town Manager "without cause", within ten (10) business days following such termination: 1) The Town Manager shall return to the Town any and all Town property which the Town Manager has in her possession, use and/or control; and 2) the Town shall pay the Town Manager a lump sum payment of all banked vacation, sick and personal bank hours. The Town Manager shall also be paid a lump sum severance pay equal to sixteen (16) weeks of her base salary ("Severance Pay") in exchange for the Town Manager's execution of a general release of all claims that the Town Manager may have against the Town, its Council Members, agents, attorneys, insurers, and employees for all matters related to, arising out of, or concerning this Agreement and the Town Manager's employment from the beginning of time until the date of the general release ("General Release"). The General Release shall be prepared by the Town Attorney.
- C.** Should the Town Council terminate the services of the Town Manager "with cause", within ten (10) business days following such termination: 1) The Town Manager shall return to the Town any and all Town property which the Town Manager has in her possession, use and/or control; and 2) the Town shall pay the Town Manager a lump sum payment of all banked vacation, sick and personal bank hours. The Town shall not be obligated to pay the Town Manager Severance Pay. The Town may elect to pay the Severance Pay, in its sole and absolute discretion, in exchange for the Town Manager's execution of the General Release. For purposes of this Agreement termination "with cause" is defined as any of the following:
 - 1. Misconduct as defined by Florida Statutes Section 443.036(29) (as may be amended).
 - 2. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.
 - 3. Conviction or a plea of guilty or no contest to a misdemeanor or felony, whether or not adjudication is withheld.

4. Neglect of any duty or obligation, including the inability or unwillingness to properly discharge the responsibilities of the Town Manager.
5. Violation of the Employee Manual, which would subject any other Town employee to termination.
6. The commission of any fraudulent act against the interest of the Town.
7. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
8. A violation of the International City/County Management Association Code of Ethics, and any applicable local, county, state and federal ethics codes.

Section 13. Resignation/Termination by the Town Manager

The Town Manager may resign and terminate this Agreement at any time by delivering to the Town Council a written notice of resignation no later than sixty (60) days prior to the effective date of the termination. If the Town Manager terminates this Agreement, the Town Manager shall be entitled to payout of all unused vacation, sick and personal time in the Town Manager's time bank. The Town shall not be obligated to pay the Town Manager Severance Pay. The Town may elect to pay the Severance Pay, in its sole and absolute discretion, in exchange for the Town Manager's execution of the General Release. The Town shall have no further financial obligation to the Town Manager pursuant to this Agreement. The Town Manager shall return to the Town any and all Town property which the Town Manager has in her possession, use and/or control within ten (10) business days of her termination.

Section 14. Disability

If the Town Manager becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any leave authorized by the Employee Manual, the Town shall have the option to terminate this Agreement, and the Town Manager shall receive the Severance Payment in exchange for the General Release (if Town Manager or Town Manager's guardian or attorney in fact or law is lawfully capable of executing the General Release).

Section 15. Indemnification

The Town shall indemnify the Town Manager as set forth in Section 2.2 of the Code (as may be amended from time to time). The Town, however, shall not be required to indemnify the Town Manager and shall not be liable for the acts or omissions of the Town Manager committed while acting outside the scope of her duties as required by this Agreement, or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful negligence or disregard of human life or property ("Unauthorized Acts"). The Town Manager shall indemnify and hold the Town harmless from and against all claims and damages including legal fees and expenses that the Town may incur or otherwise pay, for or on her behalf, or in connection with the Unauthorized Acts.

Section 16. Bonding

The Town agrees to bear the full cost of any fidelity or other bonds required of the Town Manager under any policy, regulation, ordinance or law. The Town Manager will execute an appropriate bond.

Section 17. Attorney's Fees

If any litigation is commenced between the parties concerning, relating to or arising out of this Agreement, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees and costs incurred in connection therewith, including appellate fees and expenses. The prevailing party shall also be entitled to receive all reasonable attorneys' fees and costs incurred to litigate the amount of reasonable attorneys' fees that shall be awarded pursuant to this section.

Section 18. General Provisions

- A.** If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- B.** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- C.** This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the Town Manager.
- D.** This Agreement contains the entire agreement of the parties and supersedes any prior conversation, negotiation, or understanding applicable to the matters set forth herein. This Agreement may only be revised or amended in writing signed by both parties.
- E.** Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed, and litigated in Miami-Dade County, Florida.

- F.** The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.
- G.** This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Signed copies shall be valid for all purposes in lieu of the originals.
- H.** No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.
- I.** This Agreement shall not be effective until it is: a) signed by all parties; and b) approved by the Town Council.
- J.** The Town Manager has been informed of her right to seek the advice of independent counsel to review this agreement on her behalf, and that the Town Attorneys represent only the Town, and not the Manager, in regard to this Agreement.

Executed by the TOWN this 25th day of July 2024.

TOWN OF BAY HARBOR ISLANDS

By: _____
JOSHUA FULLER
MAYOR

ATTEST:

YVONNE HAMILTON
TOWN CLERK

Executed by the TOWN MANAGER this 25th day of July 2024.

Witnesses:

 Signature

By: _____
JENICE ROSADO
TOWN MANAGER

Print Name

Signature

Print Name

AGENDA ITEM REPORT

July 25, 2024

ITEM NUMBER: 4.

ITEM: Discussion and possible action regarding weight restrictions on the Broad Causeway Bridge. Sponsored by Council Member Teri D'Amico.

DESCRIPTION:

The Shepard Broad Causeway Bridge, which was originally built in 1951, has experienced significant deterioration throughout recent years. In 2017, significant structural repairs to the Broad Causeway Bridge took place which cost the Town approximately \$17 Million. Since 2017, the Town has continued to maintain and repair the bridge as needed, but the deterioration of the bridge has definitely seen acceleration; a combination of the bridge's increased age, harsh elements of nature caused by the ocean, and increased traffic have all been a contributing factor to the bridge's deterioration. Approximately 22,000 cars a day traverse the Broad Causeway Bridge. The Town recognizes that the lifespan of the bridge has reached its limit. Therefore, the Town engaged Atkins Realis to assist the Town with performing planning, engineering, design, permitting and grant funding needed for the building of a new Broad Causeway Bridge.

The Department of Transportation (DOT) conducted an inspection of the bridge on January 12, 2023 and noted many areas of concrete deterioration and spalling. They rated the bridge an 11 out of 100 and gave it the designation of "structurally deficient". As a consequence of those findings, the Town has already spent \$2,032,006.71 on additional structural repairs to the bridge pilings, under deck, and the surface deck structure. Most recently, on July 12, 2024, DOT came out and conducted another inspection of the Broad Causeway Bridge and advised the Town Manager that it is anticipated the bridge rating will be improved somewhat, due to the recent significant repair work conducted. However, DOT also advised that they felt the need to perform a "load rating analysis" on the bridge. A load rating analysis is done to help determine if changes in the condition of the bridge have reduced the bridge's structural capacity to safely carry legally permissible loads and therefore, help to determine if weight restrictions are needed for the bridge in order to prevent further accelerated deterioration. The load rating analysis is anticipated to take approximately 90 days. It has been and will continue to be the Town's priority to ensure that the bridge is safe for all residents and visitors who traverse our causeway and use our bridge on a daily basis. The Town will continue to perform all necessary repairs to ensure that safety is a priority for this bridge. In light of this new information, the Town has discussed imposing a temporary weight restriction on the Broad Causeway Bridge similar to the Indian Creek Bridge, as an extra safety measure while DOT performs and completes their load rating analysis. Currently, the IC Bridge is also undergoing a series of extensive repairs and there is a weight limit restriction of 27 tons. Imposing a temporary weight restriction on the Broad Causeway Bridge similar to the IC Bridge restriction of 27 tons will limit the amount of heavy concrete trucks that can access the island (fully loaded), requiring construction sites to bring in concrete loads using multiple concrete trucks to complete their work.

Average weight of concrete truck:

-Empty truck 27,325 lbs. = approximately 13.66 Tons

-Truck fully loaded with 10 cubic yards of concrete 65,780 lbs. = approximately 32.89 Tons

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

Broad Causeway annual toll revenue =
Approximately \$9 to \$11 Million annually

Costs for repairs to Broad Causeway Bridge combined with Atkins planning & design costs for FY 23-24 to date = Approximately \$6,017,603.00

A balance of approximately \$13,620,000 remains in the Causeway Funds to be used for continued repairs and maintenance of the Broad Causeway Bridge and other Town bridges.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
Teri D'Amico, Council Member

ATTACHMENTS

None