

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 4, 2024

Consent

Regular

Ordinance

Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with the Young Men's Christian Association (YMCA) of South Palm Beach County, Inc. for the Operation of Summer Camp at West Boynton Recreation Center effective June 10, 2024 through August 2, 2024.

Summary: The Parks and Recreation Department (Department) wishes to continue its summer day camp programming by partnering with not-for-profit organizations for the operation of summer camps at certain County-owned recreation centers. The YMCA will utilize space at West Boynton Park and Recreation Center for up to 100 children. Registration will be open to the public and Youth Services Summer Camp scholarship recipients are eligible to attend. The YMCA is responsible for all operating expenses and ensuring compliance with CDC guidelines associated with summer day camp programs. In exchange, the County will provide use of the facility at no charge. District 2 (AH)

Background and Justification: Since FY 2020, as a recreational partnership efficiency and cost saving measure, the Department has partnered with the YMCA to run its traditional youth summer day camp program at West Boynton Park and Recreation Center. The YMCA of South Palm Beach County, Inc. is a 501(c)(3) not-for-profit social services organization dedicated to Youth Development, Healthy Living, and Social Responsibility. The YMCA is one of the largest providers of camp programs with over 10,000 day camps sites across the country.

Attachment: YMCA of South Palm Beach County, Inc. Agreement

Recommended by:


Department Director

5/14/2024
Date

Approved by:


Assistant County Administrator

5/17/24
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	<u>X</u>	No	_____
Does this item include use of Federal Funds?		Yes	_____	No	<u>X</u>
Does this item include use of State Funds?		Yes	_____	No	<u>X</u>

Budget Account No.: Fund 0001 Department 580 Unit 5243
 Object Various / Revenue Source _____ Program _____

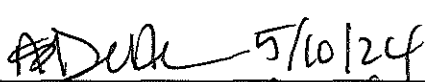
B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this agenda item.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 5/10/24
 OFMB PA 519
 ESW 5-10-24

 5/15/24
 Contract Development and Control
 TMD 5/15/24

B. Legal Sufficiency:

 5-15-24
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTH PALM BEACH COUNTY, INC. FOR
COORDINATION OF SUMMER CAMP**

This Agreement is made the _____ day of _____ 20____ between Palm Beach County, a political subdivision of the State of Florida ("County") and the Young Men's Christian Association (YMCA) of South Palm Beach County, Inc. a not-for-profit corporation, authorized to conduct business in the State of Florida ("Corporation").

WITNESSETH:

WHEREAS, County owns and operates the West Boynton Park and Recreation Center, a public facility dedicated to recreation, wellness, out of school time programs and civic engagement, located at 6000 Northtree Boulevard, Lake Worth, Florida 33436, hereinafter referred to as "Premises"; and

WHEREAS, Corporation was established as a not-for-profit social services organization dedicated to youth development, healthy living, and social responsibility; and

WHEREAS, the Corporation, is a provider of summer camp services for children ages 5-11 and is one of the largest providers of camp programs with over 10,000 day camps across the country; and

WHEREAS, the County and Corporation desire to clearly define their respective roles for the effective and efficient support, management, operation, and use of said Premises for the provision of summer camp; and

WHEREAS, the County and Corporation, recognize the benefits to be derived by partnering together; and

WHEREAS, entering into this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. **Recitals**: The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Purpose**: The purpose of this Agreement is to enable the Corporation and County to define roles and responsibilities to provide summer camp for youth ages 5-11 at the Premises.
3. **Definitions**:
 - A. "County Facilities": facilities on real property owned or operated by the County, excluding facilities that are leased, licensed or under the contractual control of others.
 - B. "West Boynton Park & Recreation Center" as depicted in **Exhibit "A"**

means County Facilities located at 6000 Northtree Boulevard Lake Worth, FL 33463. Park amenities include: three multipurpose athletic fields, a softball field, skate park, roller hockey rink, three family picnic shelters, group picnic pavilion, exercise course, playground, sand volleyball court, game room, a gymnasium, offices, restrooms, meeting rooms, a kitchen, and surrounding property,

C. "Department": the Palm Beach County Parks and Recreation Department, located at 2700 Sixth Avenue South, Lake Worth, Florida 33461.

4. **The Corporation shall:**

- A. Provide direct funding for all operating expenses associated with approved summer camp programs in accordance with Exhibit B and including but not limited to, personnel expenses, independent contractors, onsite entertainment, program supplies, field trips, transportation and office supplies. In the event Corporation denies approval of funding, County shall not be liable for the above expenses.
- B. Operate youth summer camp program, open to public registration, for Two-four week sessions. Monday — Friday beginning June 10, 2024 and ending August 2, 2024 (except Wednesday, June 19 & Thursday, July 4). Camp hours will be from 8:00am until 5:30pm, daily. The camp will load in on Thursday, June 6 and load out Friday, August 2, 2024.
- C. Register up to 100 campers.
- D. Complete comprehensive background/sexual predator checks (state and federal checks, and fingerprinting) for all camp staff and personnel rendering direct services to camp participants, and payment of all related costs.
- E. Ensure adequate and qualified adult supervision of campers during all camp activities, through compliance with the State of Florida and CDC teacher/child ratio, and safety regulations, and agreed upon by both parties.
- F. Provide cleaning and disinfectant supplies and equipment and conduct enhanced cleaning and disinfecting of programming areas during camp hours.
- G. Ensure all campers who cannot supply their own lunch receive a nutritious meal and all campers will be provided with a nutritious snack.
- H. Ensure that all camp supervisory staff receive necessary training, including CPR and first aid training.
- I. Complete County indemnification forms, reports for all accidents, incidents, or unusual occurrences.
- J. Identify and report child abuse and neglect, as required by law.

- K. Comply with the Americans with Disabilities Act (ADA) and HIPAA.
- L. Adhere to all relevant federal, state and local law(s), including, but not limited to: local zoning requirements; certificate of occupancy; fire inspection; and health department requirements.

5. The County shall:

- A. Allow the Corporation use of the Premises, as depicted in **Exhibit "A"** for youth summer camp programs.
- B. Provide Corporation with 1 (one) County employee during summer day camp hours to assist with facility operations, storage, drop-off, and pick-up. The County employee will not have direct contact with campers and will only be acting in support of day camp staff. Drop-off and pick-up would involve alerting day camp supervisor when parent/guardian arrives for pick-up.
- C. Adhere to all relevant federal, state and local law(s), including, but not limited to: local zoning requirements; certificate of occupancy; fire inspection; and health department requirements.
- D. Ensure that the Premises have appropriate space including but not limited to one isolation room, use of the kitchen and four "home base" rooms to comply with CDC guidelines.
- E. Provide tables, chairs, and storage space for recreational equipment, administrative files and a secure cabinet for medication.
- F. Make available adequate outdoor recreational/green space at the Premises.
- G. Custodial staff to clean communal areas of the Premises.
- H. As budget permits, staff to monitor/secure Premises and grounds.

6. Insurance:

The Corporation shall maintain at its sole expense, in full force and effect at all times during the term of this Agreement the insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be grounds for termination of services. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by Corporation, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Corporation under the Contract. Corporation agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage and endorsements shall apply on a primary basis and non-contributory basis.

- A. Commercial General Liability: Corporation shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premise/Operations, Personal Injury, Product/Completed Operations, Severability of Interests or Cross Liability. Coverage shall

- be provided on a primary basis and shall include Sexual Abuse/ Molestation Coverage at a sublimit of not less than \$250,000.
- B. Business Auto Liability: Corporation shall maintain Business Auto Liability at a limit of liability not less than \$1,000,000 each accident.
 - C. Workers' Compensation Insurance & Employer's Liability: Corporation shall maintain Workers' Compensation in accordance with Florida Statute Chapter 440. Policy shall include coverage for Employer's Liability.
 - D. Additional Insured Clause: The Commercial General Liability and the Business Automobile liability policies shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
 - E. Waiver of Subrogation: Corporation hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Corporation shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Corporation enter into such an agreement on a pre-loss basis.
 - F. Certificate(s) of Insurance: Prior to each renewal of this Agreement, within forty-eight (48) hours of a request by COUNTY. Subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Corporation shall deliver to COUNTY, or COUNTY's contracted insurance tracking vendor, a signed Certificate(s) of Insurance evidencing that all types and at least the minimum limits of insurance coverage required by this Contract have been obtained and are in full force and effect.
 - G. Umbrella or Excess Liability: If necessary, Corporation may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Corporation agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true Follow-Form" basis.

H. Right to Revise or Reject: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to reject, review, and, or modify any required insurance, including limits, coverage, or endorsements, throughout the term of this Agreement.

7. **Indemnification:** Corporation shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Corporation's performance of the terms of this Agreement or due to the acts or omissions of Corporation.
8. **Default:** The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.
9. **Term:** The term of this Agreement shall be for a period of six (6) months from the date of execution, unless either party provides a written notice of intent to terminate the agreement to the other party thirty (30) days in advance.
10. **Availability of Funds:** Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.
11. **Notice:** All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

IF TO COUNTY:

Palm Beach County Department of Parks and Recreation
Attn: Director of Parks and Recreation
2700 Sixth Avenue South
Lake Worth, Florida 33461

IF TO CORPORATION:

Executive Director
DeVos-Blum Family YMCA
9600 S Military Trail
Boynton Beach, FL 33436

12. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Corporation certifies that it, affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by FS 287.133(3)(a).
13. **Criminal History Records Check:** The Corporation Corporation's employees, subcontractors of Corporation and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Corporation is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Corporation acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Corporation(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Corporation shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the County. If the Corporation or its subcontractor(s) terminates an employee who has been issued a badge, the Corporation must notify the County within two (2) hours. At the time of termination, the Corporation shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Corporation if the Corporation 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the County regarding a terminated Corporation employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

14. **Regulation: Licensing Requirements:** Corporation shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Corporation is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

15. **Nondiscrimination:** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Corporation warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

As a condition of entering into this Agreement, the Corporation represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the Corporation shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Corporation retaliate against any person for reporting instances of such discrimination. The Corporation shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Corporation understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Corporation shall include this language in its subcontracts,

16. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
17. **Termination:** Notwithstanding any provision of this Agreement to the contrary this Agreement may be terminated, in whole or in part, by either party, with or without cause, upon thirty (30) days written notice to the other party. Upon termination of this Agreement, any and all permanent improvements or

additions made by Corporation to Parks and Recreation Center Premises shall remain the property of the County. Supplies and equipment either donated by Corporation or purchased with Corporation funds are considered Corporation property and shall remain with the Corporation.

18. **Access to County Facilities**: County reserves the right to cancel in-progress or future programs/events on County property and/or restrict access of Corporation or program participants to County property during an emergency, including but not limited to a pandemic or disaster.
19. **Dispute Resolution**: In the event an issue arises which cannot be resolved between Corporation and the County's Director of Recreation Services regarding the use or availability of Premises the dispute shall be referred to the executive Director of the YMCA of South Palm Beach County and the Director of the County's Parks and Recreation Department who shall both make a good faith effort to resolve the dispute.
20. **Entirety of Agreement**: County and Corporation agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
21. **Access and Audits**: If applicable, should any portion of the payments made to Corporation include Corporation's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, Corporation will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The County shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at Corporation's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Corporation, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 1125.69 Florida Statutes, in the same manner as a second degree misdemeanor.

22. **Independent Contractor**: The Corporation is, and shall be, in the performance of provisions pursuant to this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. The Corporation does not have the authority to bind the County in any promise, agreement or representation

other than specifically provided for in this Agreement. The County shall have no contractual obligation to any person or entity retained or engaged by the Corporation to perform any services pursuant to this Agreement. Any disputes, claims, or liability that may arise as a result of the Corporation's procurement of such services is solely the responsibility of the Corporation and the Corporation hereby holds the County harmless for same to the extent permitted by law.

23. **No Third Party Beneficiaries:** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Corporation.
24. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
25. **Public Records:** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Corporation: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011 (2) F.S., the Corporation shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Corporation is specifically required to:
 - A. Keep and maintain public records required by the County to perform services as provided under this Agreement
 - B. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law. The Corporation further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
 - C. 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 Contract, if the Corporation does not transfer the records to the public agency.

D. Upon completion of the Contract, the Corporation shall transfer, at no cost to the County, all public records in possession of the Corporation unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Corporation transfers all public records to the County upon completion of the Contract, the Corporation shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Corporation keeps and maintains public records upon completion of the Contract, the Corporation shall meet all applicable requirements for retaining public records. All records stored electronically by the Corporation must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Corporation to comply with the requirements of this article shall be a material breach of this Contract County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Corporation acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CORPORATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

26. **Counterparts:** This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute this Agreement through electronic or manual means. Corporation shall execute by manual means only, unless the County provides otherwise.
27. **E-Verify-Employment Eligibility:** Corporation warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verifies that all of the Corporation's subcontractors performing the duties and obligations of this Agreement are registered with and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers. Corporation shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an

Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Corporation shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Corporation has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Corporation's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Corporation to terminate its contract with the subcontractor and Corporation shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, Corporation shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Corporation shall also be liable for any additional costs incurred by County as a result of the termination.

28. **Subcontracting**: Subcontracting is not allowed under this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:
Joseph Abruzzo
Clerk of Circuit Court
& Comptroller

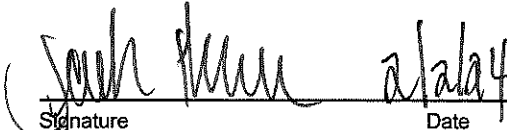
PALM BEACH COUNTY:
Board of County Commissioners

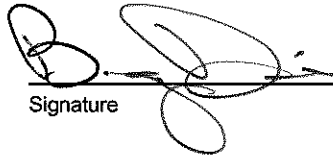
By: _____
Deputy Clerk

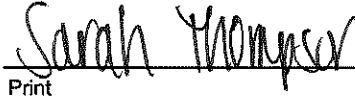
By: _____
Maria Sachs, Mayor

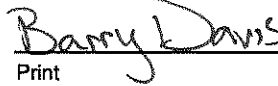
WITNESSES:

The YMCA of South Palm Beach County:


Signature _____ Date 2/2/24


Signature _____ Date 2/2/24


Print _____


Print _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:


Senior Assistant County Attorney _____ Date 5-15-24


Director, Parks & Recreation Department _____ Date 5/2/2024

EXHIBIT "A"

Description of Premises

West Boynton Park and Recreation is a 25,525 square foot facility located at 6000 Northtree Boulevard Lake Worth, FL 33463. The premises includes the recreation center facility and adjacent outdoor play space. During summer camp program hours, the indoor facility is secure and dedicated to this youth program purpose.

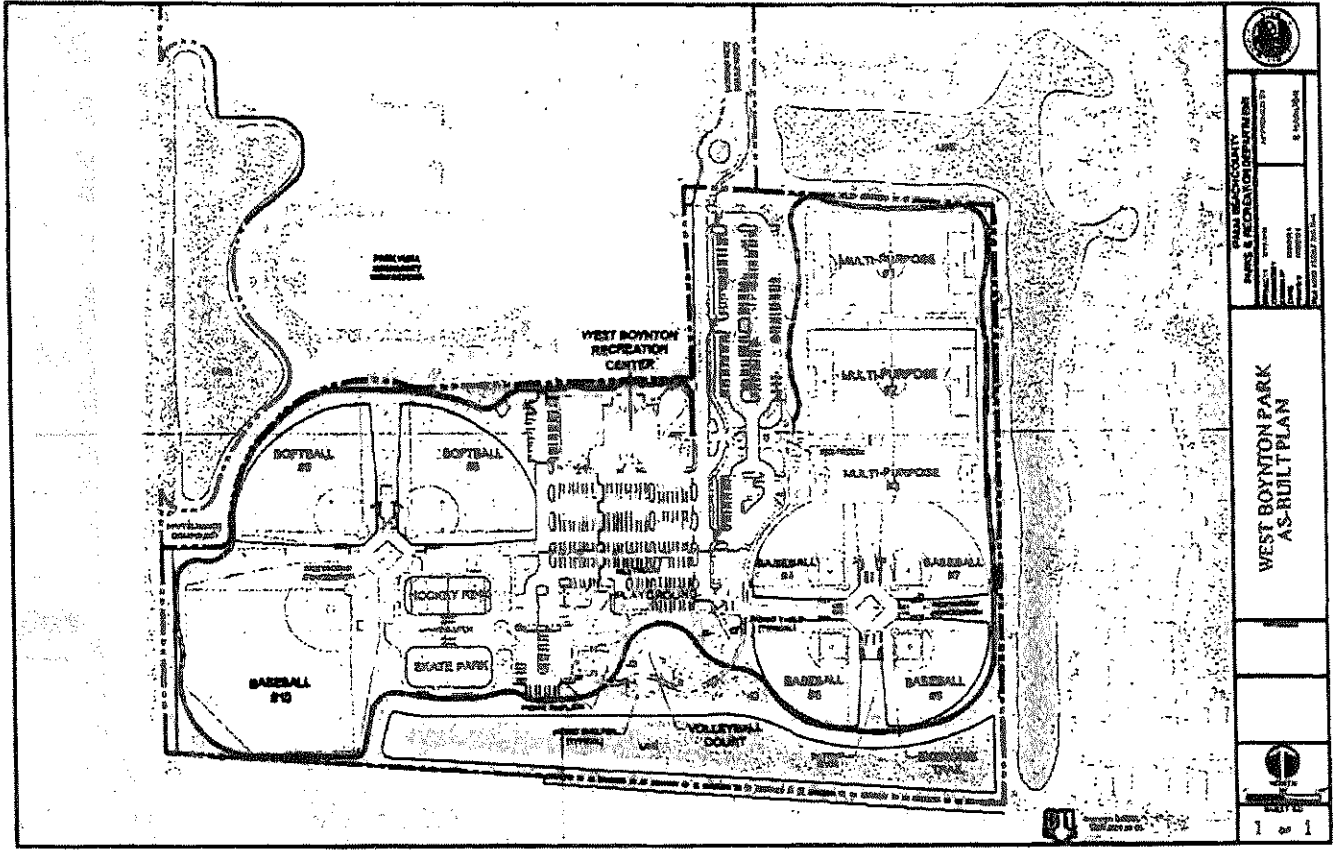


Exhibit "B"



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

11/2/2023

Proposal to provide 2024 Summer Day camp at the West Boynton Parks and Recreation Center.

Submitted by: Shelley Freytag, Senior Program Director of the DeVos-Blum Family branch of the YMCA of South Palm Beach County

The YMCA of South Palm Beach County is proposing to utilize permitted space at the West Boynton Parks and Recreation facility located at 6000 Northtree Blvd. Lake Worth Fl. 33463. The YMCA will provide on-site summer day camp services to children ages 5 to 11. The YMCA will follow CDC guidance concerning the health and safety of our campers and staff will be the priority of the program.

About Us

Our Purpose

The Y is a leading non-profit committed to strengthening community by connecting all people to their potential, purpose and each other. Working locally, we focus on empowering young people, improving health and wellbeing, and inspiring action in and across communities.

Our Mission

As a cause-driven organization, the Y's Mission is to put Christian principles into practice through programs that build healthy spirit, mind and body for all. Our three main Areas of Focus include **Youth Development, Healthy Living and Social Responsibility**. We are committed to helping our youth develop self-confidence, character values and leadership skills by providing innovative and nurturing youth programs. Creating communities that support healthy living by addressing childhood obesity and chronic disease among children and adults and supporting their physical, intellectual and spiritual strength. Instilling an ethic of volunteerism by providing opportunities for South Palm Beach County to give back and serve their communities.

Our Vision

Our YMCA serves as a community anchor in Palm Beach County by enriching lives and strengthening community through youth development, healthy living and social responsibility.

The YMCA of South Palm Beach County has several strategic initiatives, including Drowning Prevention, LIVESTRONG at the YMCA, Parkinson's and other Chronic Disease's Programs and Diabetes Self-Management Program to name a few. The support of our donors and community enables the YMCA of South Palm Beach County to offer assistance to many families. Below are some important facts about the YMCA of South Palm Beach County:

- The YMCA of South Palm Beach County began as a single branch in 1972.
- The YMCA of South Palm Beach County manages programs and services within the Southern Palm Beach County area and is comprised of the following facilities: The Peter Blum Family YMCA of Boca Raton, The DeVos-Blum Family YMCA of Boynton Beach and the YMCA@901 NCCI.

Exhibit "B"

- We are among the top 22 fastest growing YMCA markets in the United States and our Association ranks in the Top 25% of YMCAs in the nation. The YMCA of South Palm Beach County impacts more than 65,000 residents annually.
- The Y allows all community members to participate in membership programs regardless of their ability to pay fees, and we provide approximately \$1 million in scholarship assistance each year through annual contributions.

Based on our Mission we want to meet community needs. Partnering with the Palm Beach County Parks and Recreation department to provide day camp services is meeting a crucial need at this time.

About YMCA Day Camp

Safety measures will be put into place according to CDC recommendations and Licensing guidelines.

- The YMCA will conduct camp with a minimum of 60 campers per week and a maximum of 100 campers per week.
- Group ratios will be followed according to Licensing requirements 1:25
- Employees, Counselors and campers will follow any health and safety requirements mandated by the County, based on CDC recommendations.
- Parents will sign in and out in the front lobby of the West Boynton Parks and Recreation Lobby.
- All campers must have their own-labeled water bottles. Water bottles can be refilled at the designated stations.
- Our counselors and lunch monitors will be wearing gloves when handling food or helping assist a camper during lunch or snack time.
- Campers will be participating in one field Trip per week, field trips may be either on site or off site, based on availability of field trip Sites and transportation.
- Campers will be transported once per week to participate in swimming activities at the YMCA.

Day Camp Overview @ the West Boynton Parks and Recreation Center

We will provide day camp services for children ages 5 (must have completed Kindergarten) to 11, Monday through Friday starting at 8 am until 5:30 pm. Summer Day Camp will consist of two- 4 week sessions.

- **Session-1**- Monday, June 10 - Friday, July 5, 2024 (\$710)
(Camp will be closed on Wednesday, June 19th in observance of the national holiday; Juneteenth and camp will be closed on Thursday, July 4th for the observance of Independence Day).
- **Session 2**- Monday, July 8 - Friday, August 2, 2024 (\$710)

*There is a one-time registration fee of \$35.

Financial assistance is available upon demonstrated need. Registration will be conducted in person at West Boynton Parks and Recreation facility located at 6000 Northtree Blvd. Lake Worth, FL 33463. Registration will be on Tuesday, February 6, 2024 9-12 Noon and Thursday, February 8, 2024 from 3-6 pm. Thereafter registration will be at the DeVos-Blum Family YMCA of Boynton Beach located at 9600 S Military Trail. Boynton Beach, FL 33436. Youth Summer Camp Scholarship participants will be accepted on a first come first serve basis.

Exhibit "B"

YMCA Day Camp delivers hands-on, quality out-of-school instruction focused on seven core areas to develop the full potential of children:

- Health and wellness
- Educational experiences
- Increasing literacy
- STEAM (science, technology, engineering, arts and math) -based lessons and experiences
- Social competence
- Character development

Campers also enjoy the traditional camp experience of fun, healthy and enriching activities for 9 1/2 hours a day, including but not limited to:

- Arts and Crafts
- Sports
- Indoor and outdoor games
- Shows
- Swimming at the DeVos-Blum Family YMCA/with lifeguards on duty and following state and CDC guidelines.

Social skills are practiced through mutual acceptance and respect. Children bond with peers over common goals and interests, rather than differences; daily teamwork fosters bonds and builds character.

YMCA's Responsibilities

The YMCA will be responsible for the following activities:

1. Registration of campers.
2. Completing comprehensive level II background checks (state and federal checks, and fingerprinting) for all camp staff and personnel rendering direct services to camp participants.
3. Ensuring adequate and qualified adult supervision for campers during all camp activities, through compliance with the state of Florida and CDC teacher/child ration, and safety regulations.
4. Adherence to health and safety recommendations that are current, and required by Palm Beach County Licensing.
5. Ensuring all camp staff receive necessary training, including child abuse, CPR and first aid training.
6. Complete County indemnification form, reports for all accidents, incidents or unusual occurrences. Maintaining specified insurance coverages, in such amounts as set by Palm Beach County
7. Palm Beach County will be named as an additional insured, and the YMCA will provide a copy of all necessary certificates and endorsements showing the county such.
8. Identifying and reporting child abuse and neglect as required by law.
9. Comply with all ADA & HIPPA guidelines and policies.
10. Comply with Florida Statute 435.04 & 943.04351.
11. Provide cleaning and disinfectant supplies and equipment and conduct enhanced cleaning and disinfecting of programming areas during camp hours.

Exhibit "B"

12. Will be responsible for providing transportation for activities offsite adhering to licensing guidelines for vehicles including sanitation.

13. The YMCA will pay all rental fees as required by the County.

Palm Beach County Parks & Recreation Department's Responsibilities:

1. Provide YMCA with 1 (one) County employee during summer day camp hours to assist with facility operations, storage, drop-off and pick-up. The county employee will not have direct contact with the campers and will only be acting in support of day camp staff. Drop-off and pick-up could involve alerting day camp supervisor when parent/guardian arrives for pick-up.

2. Adhering to all relevant federal, state and local law(s), including but not limited to: local zoning requirements; certificate of occupancy; fire inspection; and health department requirements.

3. Provide Gymnasium space, and three rooms for camp activities, and kitchen space to serve meals from. Isolation space is designated at check out with the camp director, Table, chairs, and storage space will be provided for equipment, administrative files and a secure cabinet for medication.

4. Use of adequate outdoor recreational/green space.

5. Custodial staff to clean communal areas of facility.

6. Staff to monitor/secure facility and grounds.

End Result

YMCA Day Camp will provide eight weeks of traditional summer camp programming. Families will have peace of mind knowing their children will be provided a safe place where they can grow and thrive with access to wellness, educational, and enrichment programs.



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

January 30, 2024

To Whom It May Concern:

Barry Davis has permission to sign the agreement between Palm Beach County and the YMCA of South Palm Beach County for the operation of Summer Camp at the West Boynton Parks and Recreation Center.

Sincerely,

Jason Hagensick
President & CEO
YMCA of South Palm County
(561)237-0947
jhagensick@ymcaspbc.org

YMCA OF SOUTH PALM BEACH COUNTY
www.ymcaspbc.org
DeVos-Blum Branch
9600 S Military Trail, Boynton Beach FL 33436
P 561.536.1404

THE MISSION OF THE YMCA IS TO PUT CHRISTIAN PRINCIPLES INTO PRACTICE THROUGH PROGRAMS THAT BUILD HEALTHY SPIRIT, MIND AND BODY FOR ALL.
DONATIONS TO THE YMCA ARE TAX DEDUCTIBLE AND 100% OF ALL DONATIONS DIRECTLY SUPPORT PROGRAMS, FINANCIAL ASSISTANCE AND CAPITAL PROJECTS.
A PARTICIPATING AGENCY OF THE UNITED WAY.



ADDITIONAL REMARKS SCHEDULE

AGENCY Plastridge Insurance Agency		NAMED INSURED YMCA of South Palm Beach County, Inc. Gary Flaks 6631 Palmetto Circle South Boca Raton, FL 33433	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Named Insureds:

1. Young Men's Christian Association of South Palm Beach County, Inc. - FEI/EIN Number 59-1416281
2. YMCA Foundation of South Palm Beach County, Inc - FEI/EIN Number 05-0594761
3. Young Men's Christian Association of South Palm Beach County, Inc. dba Peter Blum Family Center
4. Young Men's Christian Association of South Palm Beach County, Inc. dba Devos-Blum Family YMCA of Boynton Beach
5. Young Men's Christian Association of South Palm Beach County, Inc. dba The Y of South Palm Beach County
6. Young Men's Christian Association of South Palm Beach County, Inc. dba YMCA of Boca Raton
7. Young Men's Christian Association of South Palm Beach County, Inc. dba YMCA of South Palm Beach County at 901

Policy #PHPA143174 11/23/23-24 PARTICIPANT ACCIDENT COVERAGE INCLUDED \$25,000/\$25,000

PROFESSIONAL LIABILITY & ABUSE/MOLESTATION: Palm Insurance;
POLICY#CSIPAH0250-00 - EFF DATE: 11/13/2023-24
EACH ABUSIVE CONDUCT LIMIT: \$1,000,000: AGGREGATE LIMIT: \$3,000,000

TRANSFER OF RIGHTS / WAIVER OF SUBROGATION INCLUDED WHEN REQUIRED BY CONTRACT

Palm Beach County Board of County Commissioners is listed as additional insured when required by written contract.