

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 14, 2020

Consent
 Ordinance

Regular
 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 receive and file:**

- A) an Agreement with the YMCA of the Palm Beaches for Coordination of Summer Camp at Westgate Park and Recreation Center and West Jupiter Park and Recreation Center effective from June 15, 2020 through August 7, 2020.
- B) an Agreement with the YMCA of South Palm Beach County for Coordination of Summer Camp at West Boynton Recreation Center effective from June 15, 2020 through July 31, 2020.

Summary: Due to operational challenges associated with COVID-19, the Parks and Recreation Department is unable to run its traditional summer camp programs at Westgate Park and Recreation Center, West Jupiter Park and Recreation Center, and West Boynton Recreation Center. After learning of our potential summer camp closures, both the YMCA of the Palm Beaches and the YMCA of South Palm Beach County approached the Department and requested use of our recreation centers to run on-site day camp services for youth ages 5-12. This partnership enables the Department to serve the parents of 90 youth who would not have otherwise had summer day camp childcare. The YMCA of the Palm Beaches is utilizing permitted space at two (2) Palm Beach County Parks & Recreation facilities, Westgate Park and Recreation Center and West Jupiter Park and Recreation Center. The YMCA of South Palm Beach County is utilizing permitted space at West Boynton Park and Recreation Center. Registration is open to the public and Youth Services Summer Camp scholarship recipients are eligible to attend. YMCAs are responsible for all operating expenses including compliance with CDC guidance associated with the summer camp programs and the County will provide use of the facilities at no charge as well as provide custodial services and (1) one staff at each site to assist with facility operations. Pursuant to Palm Beach County's Declaration of Continued State of Emergency, both agreements were executed by the County Administrator. Districts 1, 3, and 7 (AH)

Background and Justification: YMCA is a 501(c)(3) not-for-profit social services organization dedicated to Youth Development, Healthy Living, and Social Responsibility. YMCA is one of the largest providers of camp programs with over 10,000 day camps sites across the country. Two local YMCA associations are offering on-site day camp services for youth ages 5-12 with childcare needs this summer and require additional space to deliver services where social distancing, cleaning, and CDC recommended guidelines can be followed. The Parks and Recreation Department is unable to run its summer camp programs this year and has three (3) available facilities that can meet these standards. Partnering with the YMCAs allows for the provision of summer camp, meets the critical need for childcare and will enable the Department to serve 90 youth who would not have otherwise had summer day camp opportunities. Pursuant to Palm Beach County's Declaration of Continued State of Emergency, both agreements were executed by the County Administrator.

Attachments:

- A. YMCA of the Palm Beaches Agreement
- B. YMCA of the Palm Beaches Proposal
- C. YMCA of the South Palm Beach County Agreement
- D. YMCA of the South Palm Beach County Proposal

Recommended by: 
Department Director

6-19-20
Date

Approved by: 
Assistant County Administrator

7/9/2020
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>468,707</u>	_____	_____	_____	_____
External Revenues	<u>(267,010)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>201,697</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>

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

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

0001-580-5243:

Expenses	Rate	Hrs/Week	# Weeks	Sub Total	FICA	Medicare	Total	# staff	Grand Total
Westgate	\$12.00	30	8	\$2,880	\$179	\$42	\$3,100	2	\$6,201
West Jupiter	\$12.00	30	8	\$2,880	\$179	\$42	\$3,100	2	\$6,201
West Boynton	\$12.00	30	7	\$2,520	\$156	\$37	\$2,713	2	\$5,426
									\$ 17,827
Summer Camp	FY 2020								
Operating	<u>\$468,707</u>								
Revenue	<u>\$(267,010)</u>								
Net	<u>\$201,697</u>								

C. Departmental Fiscal Review: Beverly Thompson 6/19/2020

III. REVIEW COMMENTS

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

Raleigh Reed 6/22/2020
 OFMB BR 6/22

Jan. S. J. [Signature] 7/2/2020
 Contract Development and Control
 7-1-20 JW

B. Legal Sufficiency:

Anne Telford 7/7/2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

ATTACHMENT A

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE YMCA OF THE PALM BEACHES
FOR COORDINATION OF SUMMER CAMP**

This Agreement is made the 10 day of June, 2020,
between Palm Beach County, a political subdivision of the State of Florida, ("County")
and The YMCA of the Palm Beaches, a not-for-profit corporation ("Corporation").

WITNESSETH

WHEREAS, the County owns and operates the West Jupiter Park and Recreation Center and the Westgate Park and Recreation Center, public facilities dedicated to recreation, wellness, out of school time programs and civic engagement, hereinafter referred to as "Premises"; and

WHEREAS, the 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 5-12 and has served Palm Beach County for over 100 years; 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 5-12 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 Jupiter Park & Recreation Center": depicted on Exhibit "A" means County Facilities located at 6401 Indiantown Rd. Jupiter, FL 33458, and includes two multipurpose rooms, a gymnasium, offices, restrooms, a fenced garden area, outdoor basketball court, playground and surrounding property.
- C. "Westgate Park & Recreation Center": depicted on Exhibit "B" means County Facilities located at 3691 Oswego Ave. West Palm Beach, FL 33409, and includes two multipurpose rooms, a gymnasium, offices, restrooms, a multipurpose field, a soccer field, a fenced garden area, outdoor basketball court, playground, picnic pavilion, fitness zone, splash park and surrounding property.
- D. "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 including, but not limited to, personnel expenses independent contractors, onsite entertainment, program supplies, field trips, transportation, and office supplies. In the event Corporation does not receive funding, County shall not be liable for the above expenses
- B. Operate youth summer camp programs, open to public registration, for 8 (eight) one-week sessions, Monday – Friday beginning June 15, 2020 and ending August 7, 2020 (except Friday, July 3rd). Camp hours will be from 8:00am until 6:00pm, daily.
- C. Recruit and register 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. Adherence to CDC and Florida Department of Health Guidelines to address the coronavirus (COVID-19) pandemic when dealing with children in a childcare setting. Adherence shall be documented in a written plan submitted to Department Director
- G. Provide cleaning and disinfectant supplies and equipment and conduct enhanced cleaning and disinfecting of programming areas during camp hours.

- H. In accordance with state and local laws and regulations camp administrators shall notify local health officials, staff, and families immediately of any case of COVID-19 while maintaining confidentiality in accordance with the Americans with Disabilities Act (ADA) and Health Information Portability and Accountability Act (HIPPA). Advise those who have had close contact with a person diagnosed with COVID-19 to stay home for 14 days post potential contact, self-monitor for symptoms, and follow CDC guidance if symptoms develop.
- I. Ensure all campers who cannot supply their own lunch receive a nutritious meal and all campers will be provided with a nutritious snack.
- J. Ensure that all camp supervisory staff receive necessary training, including CPR and first-aid training.
- K. Complete County indemnification form, reports for all accidents, incidents, or unusual occurrences.
- L. Identify and report child abuse and neglect as required by law.
- M. Comply with the ADA and HIPPA.

5. The County shall:

- A. Allow the Corporation use of the Premises, as depicted in Exhibit "A" & Exhibit "B", for youth summer camp programs.
- B. Provide Corporation with 1 (one) County employee per facility during summer day camp hours to assist with facility operations, storage, meal distribution, 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 (via walkie-talkie) so child can be escorted to-from vehicle by Corporation's staff.
- 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 each of the Premises have appropriate space including but not limited to, at a minimum of one isolation room and three "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 at each Premises.

- H. Disinfect the Premises in the event of a reported COVID-19 case. Close off areas used by a sick person and do not use these areas until after disinfecting them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).
- I. 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 Contract, 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 Contractual Liability or Cross Liability.
- B. **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.
- C. **Additional Insured Clause:** The Commercial General Liability 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.
- D. **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.

- E. **Certificate(s) of Insurance:** Prior to each renewal of this Contract, 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.
- F. **Umbrella or Excess Liability:** If necessary, Corporation may satisfy the minimum liability limits required above for Commercial General 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 Commercial General 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.
- G. **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 Contract.
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, raised or asserted by a person or entity which is not a party to this Agreement, arising from, relating to or in connection with this Agreement, and caused or alleged to be caused, in whole or in part, by an act or omission 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 four (4) 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:

President and CEO
YMCA of the Palm Beaches
2085 S. Congress Avenue
West Palm Beach, FL 33406

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, its 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 F.S. 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 Contract, 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 is Agreement.

As a condition of entering into this Contract, the Corporation represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, 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. **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 President and CEO of the YMCA of the Palm Beaches and the Director of the County's Parks and Recreation Department who shall both make a good faith effort to resolve the dispute.
19. **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.
20. **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 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

21. **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.
22. **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.
23. **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 hereafter 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.
24. **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 Agreement 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 this Agreement, 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.

25. 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 Contract. The County may execute this Agreement through electronic or manual means. Contractor shall execute by manual means only, unless the County provides otherwise.
26. Authority to Practice: Corporation hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.
27. Scrutinized Companies: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Corporation certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Corporation is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

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

ATTEST:

YMCA OF THE PALM BEACHES

By Timothy C. Colvard 6/9/2020
Signature Date
Timothy C. Colvard

WITNESSES:

By [Signature] 6/9/2020
Signature Date
EDUARDO MENDOZA

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

ATTEST:

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

**Sharon R. Bock
Clerk & Comptroller**

By: _____
Deputy Clerk

By: Verdenia C. Baker
Verdenia C. Baker
County Administrator

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 1st Anne Helfant
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: E. Lee
Director, Parks & Recreation Dept.

EXHIBIT "A"

DESCRIPTION OF "PREMISES"

West Jupiter Recreation Center is a 14,540 square foot facility located at 6401 Indiantown Road Jupiter, FL 33458. The premises includes the recreation center facility and adjacent outdoor fenced play space. During summer camp program hours, the indoor facility is secure and dedicated to this youth program purpose.

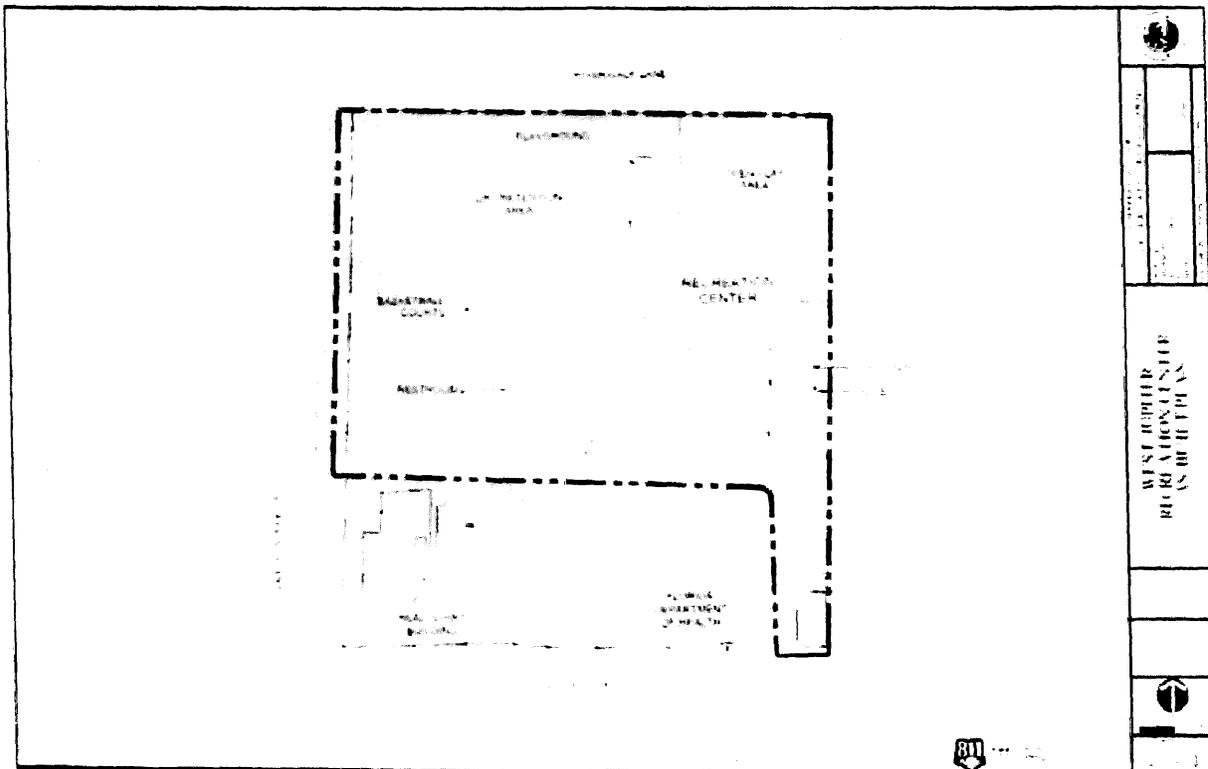
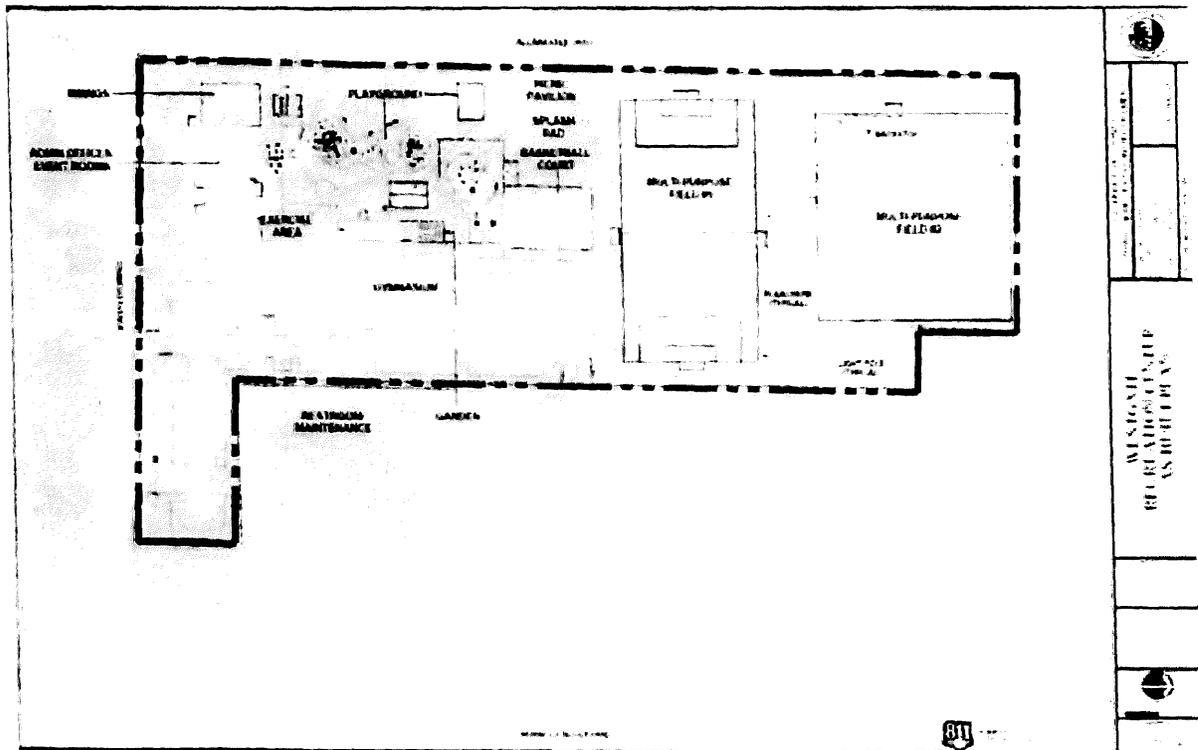


EXHIBIT "B"

DESCRIPTION OF "PREMISES"

Westgate Recreation Center is a 12,606 square foot facility located at 3691 Oswego Avenue, West Palm Beach, FL, 33409. The premises includes the recreation center facility and adjacent play space. During summer camp program hours, the indoor facility is secure and dedicated to this youth program purpose.



ATTACHMENT B



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

SUMMER DAY CAMP PROPOSAL TO UTILIZE PERMITTED SPACE (May 2020)

The YMCA of the Palm Beaches is proposing to lease space at (2) Palm Beach County Parks & Recreation facilities to provide on-site summer day camp services to Palm Beach County youth, through the summer of 2020. As the *Field Guide for Camps on Implementation of CDC Guidance* was recently prepared by the American Camp Association and YMCA of the USA on May 18, 2020 to provide guidance to on-site camp operators through the Coronavirus (COVID-19) crisis, the YMCA of the Palm Beaches will be implementing procedures that place the health and safety of both campers and staff at the forefront of daily operations.

OUR PROMISE

Our Cause

At the YMCA we know that lasting personal and social change comes about when we all work together. That's why at The Y, strengthening community is our cause. Every day, we work side-by-side with our neighbors to make sure that everyone, regardless of age, income or background, has the opportunity to learn, grow and thrive.

INTRODUCTION

The YMCA of the Palm Beaches and YMCAs across Florida are playing a critical role in our collective response to the COVID-19 crisis. YMCAs are providing emergency childcare for essential workers and healthcare professionals, supporting virtual schooling, addressing food insecurity by providing meals and working alongside local food banks, interacting virtually with seniors to minimize social isolation, offering free virtual physical activities to address physical and mental health, providing space and assistance to students as well as partnering with other agencies to meet community needs.

Throughout this crisis, Florida YMCAs have focused on meeting critical needs within our communities and are now carefully planning strategies to open our day camps to meet the increased need of many parents returning to work. The YMCA of the USA has been working closely with the Centers for Disease Control and Prevention, and the American Camp Association to guide how we can safely operate YMCA camp programs and services. Florida Ys are working together using this guidance, as well as the reopening Florida framework, to develop a comprehensive plan to reopen our camps.

In the 2019 summer, The YMCA of the Palm Beaches hosted over 200 weekly day camp registrants, serving over 180 families through our summer day camps program. In order to continue to serve our community at the highest level, given our decreased

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physical capacity due to social distancing, we must have access to community facilities and Palm Beach County Parks and Recreation Community Centers would be a vital resource for our day camp operations.

As a Y Movement, our areas of focus include youth development, healthy living, and social responsibility. Our leaders are committed to providing support for parents returning to work and a safe experience for youth throughout Florida in an environment in which they learn, grow, and thrive. The COVID-19 pandemic has been a challenging time for our country, and we recognize that families and especially youth have felt the stress and uncertainty during this time. Their school year came to an abrupt halt and now, through the safe and responsible opening of our day camps, we can provide this genuine experience to the youth in our communities.

As we all continue to manage through this situation, we appreciate that many agencies, public and private, have decided to cancel their on-site summer day camp offerings, however, through the phases of re-opening of communities and to support parents returning to work, The YMCA has decided to offer on-site day camp services and is in need of additional space to deliver services where social distancing, cleaning, and CDC recommended guidelines are followed. The YMCA of the Palm Beaches is proposing to utilize permitted space at two (2) Palm Beach County Parks & Recreation facilities, West Jupiter and Westgate Recreation Centers, to provide summer day camp services to Palm Beach County youth, through the summer of 2020.

The YMCA As A National Movement (Who We Are)

The Y is a nonprofit like no other. That's because in 10,000 neighborhoods across the nation, we have the presence and partnerships to not just promise but deliver positive change.

- The Y is community centered. For over 175 years, we've been listening and responding to our communities.
- The Y brings people together. We connect people of all ages and backgrounds to bridge the gaps in community needs.
- The Y nurtures potential. We believe that everyone should have the opportunity to learn, grow and thrive.
- The Y has local presence and global reach. We mobilize local communities to affect lasting, meaningful change.

We are a mission-driven, charitable service organization that is committed to strengthening the foundations of our communities through programs that promote youth development, healthy living, social responsibility and the acceptance of all persons. YMCA branches throughout the USA offer quality programs that help young people

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cultivate the values, skills and relationships that lead to positive behavior, better health and educational achievement. Programs such as summer camp, school-aged childcare and early learning programs offer a range of experiences that enrich cognitive, social, physical and emotional growth. We also offer a wide variety of adaptive programs so that people of all abilities can find health and community at our Y's. Beyond fitness facilities, we offer a variety of educational and wellness programs that help individuals of all ages and abilities decrease their risks for lifestyle-related diseases and improve health. Our evidenced based community health programs help people prevent or manage chronic diseases, such as Type 2 diabetes, high blood pressure, arthritis and Parkinson's disease.

AREAS OF FOCUS

For Youth Development

Empowering young people to reach their full potential.

We believe that all kids deserve the opportunity to discover who they are and what they can achieve. That's why, through The Y, millions of youth today are cultivating the values, skills and relationships that lead to positive behaviors, better health and educational achievement.

For Healthy Living

Improving individual and community well-being.

In communities across the nation, The Y is a leading voice on health and well-being. With a mission centered on balance, The Y brings families closer together, encourages good health and fosters connections through fitness, sports, fun and shared interests. As a result, millions of youth, adults and families are receiving the support, guidance and resources needed to achieve greater health and well-being for their spirit, mind and body.

For Social Responsibility

Giving back and inspiring action in our communities.

The Y has been listening and responding to our communities' most critical social needs for more than 175 years. Whether developing skills or emotional well-being through education and training, welcoming and connecting diverse demographic populations through global services, or preventing chronic disease and building healthier communities through collaborations with policymakers, The Y fosters the care and respect all people need and deserve. Through The Y, 600,000 volunteers and thousands of donors, leaders and partners across the country are empowering millions of people in the U.S. and around the world to be healthy, confident, connected and secure.

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The YMCA of the Palm Beaches (History)

In 1917, only sixty-six years after the first YMCA in the United States opened in Boston, a group of local businessmen in West Palm Beach established the YMCA of the Palm Beaches in a prime downtown location on Olive Ave. The organization has been in continual service to Palm Beach County for over 100 years. The Y served its constituents well, as it engaged in its cause of strengthening community. Basketball, handball, swimming, weightlifting, group exercise, after school services and summer camp were all activities shared by families, businesspeople, judges, lawyers, and many founding families and civic leaders who governed The Y and made Palm Beach County what it is today.

Fifty-two years later in 1969, the Edwin W. Brown Branch was established on Congress Avenue, at Forest Hill Boulevard, in West Palm Beach. Although the building was very small in square footage, the adjacent property was a full 18 acres of undeveloped land. Due to a lack of green space and increased demand for programs and services, in 1983 leaders of The Y decided to move from downtown in 1983 and develop the Edwin W. Brown Branch on Congress Ave to where it currently serves as the organization's central location.

The YMCA of the Palm Beaches is directed by a volunteer Board of Directors made up of community and business leaders throughout the county, providing programs and services from Jupiter, south to the Boynton Beach border and west to Belle Glade. The YMCA of the Palm Beaches has a proud tradition of being a family-oriented YMCA. All members of the staff and all volunteers are committed to the community, providing the highest quality programs for the entire family.

PROPOSAL SUMMARY

The YMCA of the Palm Beaches, a 501c3 nonprofit organization, is proposing to utilize permitted space at two (2) Palm Beach County Parks & Recreation facilities, West Jupiter Community Center (6415 FL-706, Jupiter, FL 33458) and Westgate Community Center (3691 Oswego Ave, West Palm Beach, FL 33409) to provide summer day camp services to Palm Beach County youth, through the summer of 2020. Summer day camp, which has traditionally been provided at these two community centers by Palm Beach County, was to be outsourced this year to organizations who are no longer able to provide the service. The YMCA of the Palm Beaches would like to step in and provide day camp services to those families whose parents who have essential jobs and/or are in need of child care. Summer day camp benefits offer a range of experiences that enrich cognitive, social, physical and emotional growth while helping students develop interests, skills and knowledge in a variety of areas, all within a safe and nurturing environment. This is an opportune time to work more collaboratively,

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utilize existing park facilities effectively and meet additional needs within the County. The YMCA of the Palm Beaches shall be responsible for all operating expenses associated with the summer day camp programs. The County shall allow the use of the facilities as well as utilities, custodial and support services. The County will allow the YMCA of the Palm Beaches to utilize permitted space at two (2) County Parks and Recreation facilities to assume the provision of summer day camp programs for youth between 5 and 12 years of age at minimal cost to the County.

THE BENEFITS OF SUMMER DAY CAMP
Our Cause In Action

The benefits of summer day camp include positive interactions between children and caring adults in a safe, structured, learning environment. The YMCA will be following CDC guidelines pertaining to group sizes and social distancing requirements for campers and staff.

Balanced programming with daily opportunities for:

- Reading
- Math
- Physical Activity
- Cultural Enrichment
- Recreation
- Social Development
- Weekly themes
- Children and activities organized by age groups
- Partner with local restaurants to provide healthy lunch and snack
- Physical Fitness Activities
- Sports, team building exercises, camp Olympics.
- Arts and Crafts

SCOPE OF SERVICES

Strategic Goals.

The YMCA of the Palm Beaches seeks to utilize permitted space at two (2) Palm Beach County Parks & Recreation facilities, West Jupiter Community Center (6415 FL-706, Jupiter, FL 33458) and Westgate Community Center (3691 Oswego Ave, West Palm Beach, FL 33409) to provide summer day camp services to Palm Beach County youth, through the summer of 2020. Summer day camp will be provided to children between the ages of 5 and 12 years of age residing in Palm Beach County. Summer day camp will consist of 8 (eight) one-week camp sessions, Monday- Friday (except July 3rd)

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beginning on June 15, 2020 and ending on August 7, 2020. Camp hours will be from 8:00 AM until 6:00 PM, daily. At The Y, our goal is to never turn away a child for a needed program or service due to their family's inability to pay. While our posted rate for these weekly day camp sessions will be \$180, we will work with families to provide available financial assistance, upon demonstrated need. Registration will be conducted through the YMCA's headquarters at 2085 South Congress Avenue, West Palm Beach, FL 33406.

The proposed programs and activities will align with the County's strategic interests and goals, including, but not limited to:

- Providing a wholesome summer day camp experience for children in need of day care
- Providing regularly scheduled physical activity.
- Providing nutritious meals and snacks to participants.
- Ensuring camps are operated in safe environments, with proper adult supervision.

A successful youth summer camp should include programs and activities designed to:

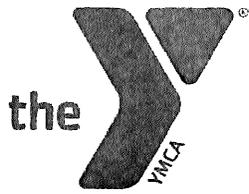
- Promote academic enrichment, engage learning during summer months, and develop essential study skills.
- Address age appropriate social issues with children (i.e., obesity; diversity; bullying; sensitivity training; substance abuse; smoking; etc.)
- Promote physical activity, and integrate learning activities, which promote good nutrition and a healthy lifestyle.
- Cultivate the values, skills and relationships that lead to positive behavior, better health and educational achievement.
- Enhance science, technology, and math skills.
- Provide personal development skills; and encourage career exploration.
- Promote community service and teamwork.

YMCA's RESPONSIBILITIES:

The YMCA will be responsible for the following activities:

1. Recruitment and registration of campers

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2. Completing comprehensive background/sexual predator checks (state and federal checks and fingerprinting in accordance with Florida Statute 435.04 & 943.04351) for all camp staff and personnel rendering direct services to camp participants, and payment of all related costs.
3. Ensuring 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.
4. Adherence to CDC Guidelines to address the coronavirus (COVID-19) pandemic when dealing with children in a child care setting. Adherence shall be documented in a written plan submitted to Department Director. The YMCA will:
 - ✓ Promote healthy hygiene practices such as hand washing and employees wearing a cloth face covering, as feasible
 - ✓ Intensify cleaning, disinfection, and ventilation of facilities
 - ✓ Encourage social distancing through increased spacing, small groups, and limited mixing between groups, and staggered scheduling, arrival, and drop off, if feasible
 - ✓ Where feasible, adjust activities and procedures to limit sharing of items such as toys, belongings, supplies, and equipment
 - ✓ Train all employees on health and safety protocols
 - ✓ Develop and implement procedures to check for signs (temperature checks) and symptoms in children and employees daily upon arrival, as feasible
 - ✓ Encourage anyone who is sick to stay Home
 - ✓ Plan for if children or employees get sick
 - ✓ Regularly communicate and monitor developments with local authorities, employees, and families regarding cases, exposures, and updates to policies and procedures
 - ✓ Monitor child and employee absences and have a pool of trained substitutes, and flexible leave policies and practices
 - ✓ Be ready to consult with the local health authorities if there are cases in the facility or an increase in cases in the local area
5. Ensuring all campers who cannot supply their own lunch receive a nutritious meal and all campers will be provided with a nutritious snack.
6. Ensuring that all camp supervisory staff receive necessary training, including CPR and first aid training
7. Completing County indemnification forms, reports for all accidents, incidents, or unusual occurrences. Maintaining specified insurance coverages, in such amounts, as set by Palm Beach County

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8. Palm Beach County will be named as an additional insured, and the YMCA shall provide a copy of all necessary certificates and endorsements showing the County as such
9. Provide cleaning and disinfectant supplies and equipment and conduct enhanced cleaning and disinfecting of programming areas during camp hours.
10. In accordance with state and local laws and regulations, camp administrators should notify local health officials, staff, and families immediately of any case of COVID-19 while maintaining confidentiality in accordance with the Americans with Disabilities Act and Health Information Portability and Accountability Act (HIPPA); Advise those who have had close contact with a person diagnosed with COVID-19 to stay home for 14 days post potential contact, self-monitor for symptoms, and follow CDC guidance if symptoms develop.
11. Identifying and reporting child abuse and neglect, as required by law
12. Children with special needs will be accepted into the summer day camp program under the guidelines of the Americans with Disabilities Act (ADA).

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, meal distribution, 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 (via walkie-talkie) so child can be escorted to-from vehicle by YMCA staff.
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 two (2) facilities with space for one isolation room and three "home base" rooms to accommodate a minimum of nine (9) children and 1-2 camp counselors with enough space to implement CDC social distancing guidelines. Tables, chairs, etc will also be provided, in addition to storage space for recreational equipment, administrative files and a secure cabinet for medication
4. Use of adequate outdoor recreational/green space at both facilities.
5. Custodial staff to clean and disinfect communal areas of the facilities.

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6. Deep clean the facility in the event of a reported COVID-19 case.
Clean and Disinfect the facility while closing off areas used by a sick person and do not use these areas until after cleaning and disinfecting them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).
7. Staff to monitor/secure facility and grounds

THE ACCOMPLISHMENT

The YMCA is here to provide every child the chance to have new experiences and build confidence in their abilities. We encourage kids to believe in themselves. We're here to give every child the support and guidance to try, to discover, and to learn. Summer is the perfect time to explore new talents and interests. At summer camp, children benefit from positive, fun experiences that encourage learning, build confidence and instill a lasting sense of community and well-being. We know that for working parents, availability of high-quality, dependable after-school and summer programming is critically important.

YMCA OF THE PALM BEACHES

ATTACHMENT C

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE YMCA OF SOUTH PALM BEACH COUNTY
FOR COORDINATION OF SUMMER CAMP**

This Agreement is made the 10 day of June, 2020, between Palm Beach County, a political subdivision of the State of Florida, ("County") and The YMCA of South Palm Beach County, a not-for-profit corporation ("Corporation").

WITNESSETH

WHEREAS, the 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, hereinafter referred to as "Premises"; and

WHEREAS, the 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 5-12 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 5-12 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": depicted on Exhibit "A" means County Facilities located at 6001 Northtree Boulevard Lake Worth, FL 33463, and includes three multipurpose athletic fields, softball field, two roller hockey rinks, 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 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 programs, open to public registration, for 7 (seven) one-week sessions, Monday – Friday beginning June 15, 2020 and ending July 31, 2020 (except Friday, July 3rd). Camp hours will be from 8:00am until 5:30pm, daily.
- C. Register 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. Adherence to CDC and Florida Department of Health Guidelines to address the coronavirus (COVID-19) pandemic when dealing with children in a childcare setting. Adherence shall be documented in a written plan submitted to Department Director.
- G. Provide cleaning and disinfectant supplies and equipment and conduct enhanced cleaning and disinfecting of programming areas during camp hours.
- H. In accordance with state and local laws and regulations, camp administrators shall notify local health officials, staff, and families immediately of any case of COVID-19 while maintaining confidentiality in accordance with the Americans with Disabilities Act and Health Information Portability and Accountability Act (HIPAA); Advise those who have had

close contact with a person diagnosed with COVID-19 to stay home for 14 days post potential contact, self-monitor for symptoms, and follow CDC guidance if symptoms develop.

- I. Ensure all campers who cannot supply their own lunch receive a nutritious meal and all campers will be provided with a nutritious snack.
- J. Ensure that all camp supervisory staff receive necessary training, including CPR and first aid training.
- K. Complete County indemnification form, reports for all accidents, incidents, or unusual occurrences.
- L. Identify and report child abuse and neglect, as required by law.
- M. Comply with the Americans with Disabilities Act (ADA) and HIPPA.

5. The County shall:

- A. Allow the Corporation use of the Premises, as depicted in Exhibit "A", for youth summer camp programs.
- B. Provide YMCA with 1 (one) County employee during summer day camp hours to assist with facility operations, storage, meal distribution, 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 (via walkie-talkie) so child can be escorted to-from vehicle by YMCA staff.
- 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. Disinfect the Premises in the event of a reported COVID-19 case. Close off areas used by a sick person and do not use these areas until after disinfecting them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).
- I. 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 Contractual Liability or Cross Liability.
- 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.
6. **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.
7. **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.
8. **Term:** The term of this Agreement shall be for a period of four (4) 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.

9. 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.
10. 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

11. 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, its 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 F.S. 287.133(3)(a).
12. 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.

13. 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.
14. 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 Contract, 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 2017-1770, 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.

15. **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.
16. **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.
17. **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.
18. **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.
19. **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 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

20. **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.
21. **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.
22. **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 hereafter 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.
23. **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 this Agreement 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 this Agreement, 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.

24. **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 Contract. The County may execute this Agreement through electronic or manual means. Contractor shall execute by manual means only, unless the County provides otherwise.
25. **Authority to Practice:** Corporation hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.
26. **Scrutinized Companies:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Corporation certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Corporation is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

[This space left intentionally blank]

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

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock
Clerk & Comptroller

By: _____
Deputy Clerk

By: Verdenia C. Baker
Verdenia C. Baker, County Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

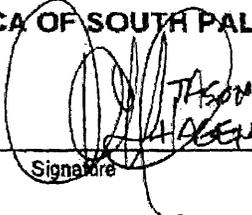
By: 1st Anne Helfant
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Eric Case
Director, Parks & Recreation Dept.

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

YMCA OF SOUTH PALM BEACH COUNTY

By:  JASON 6.9.2020
Signature Date

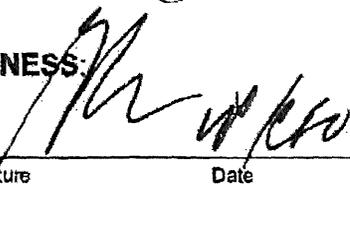
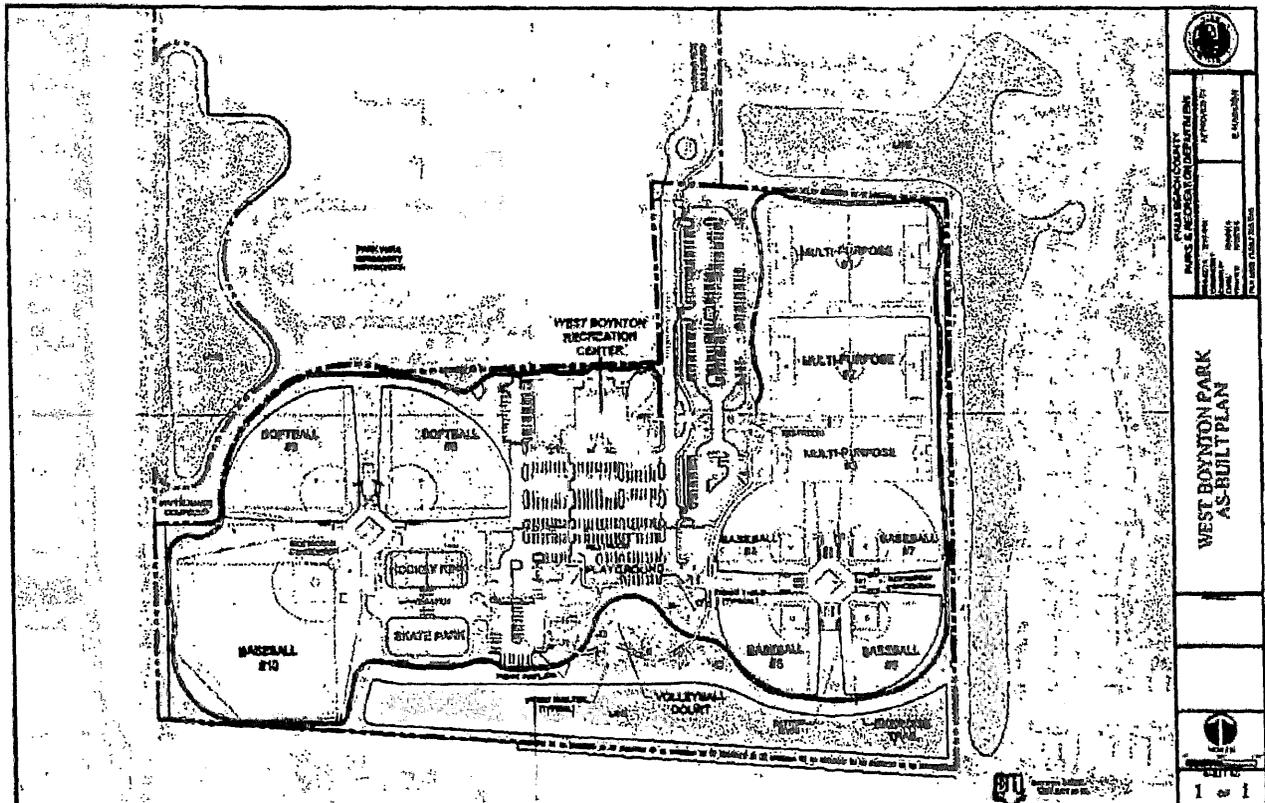
WITNESS:  6/9/20
Signature Date

EXHIBIT "A"

DESCRIPTION OF "PREMISES"

West Boynton Park and Recreation Center 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.



ATTACHMENT D



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

6/4/2020

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

Submitted by: Barry Davis, Executive 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. The YMCA will provide on-site summer day camp services to children ages 5 to 12 during the summer of 2020. Following CDC guidance through the American Camping Association and the YMCA of the USA we will be implementing procedures addressing the Coronavirus crisis. 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 well-being, 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 Y to turn no one away due to their inability to pay.

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.

YMCA OF SOUTH PALM BEACH COUNTY

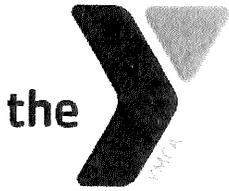
www.ymcaspbc.org

Association Office

5631 Palmetto Circle South, Boca Raton FL 33433

P 561 395 9622 F 561 395 9270

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.



**FOR YOUTH DEVELOPMENT
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- 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

During this worldwide Pandemic safety is our priority: Below are safety measures that will be in place at the camp:

- Smaller group sizes in accordance with CDC recommendations -1:9 ratio
- Employees and Counselors will be wearing masks
- Campers may wear masks if they prefer, but they are not mandatory
- Parents will be required to wear masks at drop-off and pick-up
- Parents will be using their own pens for sign in and sign out
- We will be sanitizing pens between use if necessary
- Temperature checks at check-in and during lunch time for both campers and employees
- Health questionnaire will be given every morning at drop-off for campers and employees
- No parents in the building in accordance with CDC guidelines
- Handwashing at drop-off and after every transition
- All surfaces and materials will be sanitized after every group rotation
- All games and sports equipment will be sanitized or rotated after use
- Specialized employee assigned for camp cleaning and sanitizing only
- All campers will be given their own personal supplies bag (e.g. crayons, scissors, playdough, etc.)
- Each group will have their own supplies and games
- All campers must have their own labeled water bottles. Water bottles can be refilled at the designated stations
- Water fountains will not be accessible for our staff or campers
- We will not be having any field trips
- We will be promoting social distancing while walking 6ft apart in lines and will be seating children 1 per table
- Our counselors and lunch monitors will be wearing gloves when handling food or helping assist a camper during lunch or snack time
- Due to changing circumstances and guidelines put forth, if we are unable to have camp we will refund you your full payment and deposits for unfinished weeks.
- If at any time you feel uncomfortable sending your child we ask that you give us 3 weeks' notice of cancellation in order to get your full refund including deposit.

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Day Camp Overview at the West Boynton Parks and Recreation Center

We will provide day camp services for children ages 5 to 12, Monday through Friday starting at 8:00am daily and going until 5:30pm. Summer Day Camp will consist of 7 one-week sessions starting Monday June 15 and ending on Friday, July 31 (except Friday, July 3rd). The posted weekly rate will be \$200, with financial assistance available upon demonstrated need. Registration will be conducted at the YMCA at 9600 S Military Trail, Boynton Beach, FL 33436 or online at ymcaspb.org. Abiding to social distance protocol the camp will be limited to no more than 36 children.

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
- Service-learning
- 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
- Bike riding and safety
- Swimming

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

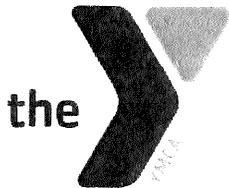
YMCA's Responsibilities

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 ratio, and safety regulations

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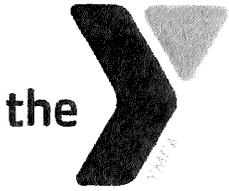
4. Adherence to CDC Guidelines to address the coronavirus (COVID-19) pandemic when dealing with children in a child care setting (see page 2 about YMCA day camp)
5. Ensuring all camp staff receive necessary training, including CPR and first aid training
6. Complete County indemnification form, reports 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
12. In the event of a reported COVID-19 case:
 - Notify Health Officials and close contacts
 - o In accordance with state and local laws and regulations, camp administrators should notify local health officials, staff, and families immediately of any case of COVID-19 while maintaining confidentiality in accordance with Americans with Disabilities Act (ADA) external icon.
 - o Advise those who have had close contact with a person diagnosed with COVID-19 to stay home, self-monitor for symptoms, and follow CDC guidance if symptoms develop.

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 so child can be escorted to or from vehicle by YMCA staff.
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.

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3. Provide up to 5 rooms which includes an isolation room and the kitchen to accommodate (9) children and 1-2 camp counselors, or an agreed upon ratio by both parties, with enough space to implement social distancing guidelines. 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. Deep clean the facility in the event of a reported COVID-19 case
 - Clean and disinfect
 - o Close off areas used by a sick person and do not use these areas until after cleaning and disinfecting them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).
7. Staff to monitor/secure facility and grounds.

End result

YMCA Day Camp will provide seven weeks of traditional summer camp programming to children of working families during these trying times. Families will have a piece 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.

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