

**AGREEMENT BETWEEN
YMCA OF CENTRAL FLORIDA
AND
CITY OF PALM BAY**

THIS AGREEMENT is made and entered into by and between the City of Palm Bay, Florida, a municipal corporation (the “City”), and the YMCA of Central Florida, Inc., a Florida corporation (the “YMCA”).

WHEREAS, the City desires to provide a summer recreation program at the Ted Whitlock Community Center for the benefit of its residents; and

WHEREAS, the YMCA is equipped to provide a summer recreation program during the summer of 2025 (the “Summer Camp Program”) for kindergarten students through fifth grade; and

WHEREAS, the City and the YMCA believe an opportunity exists to collaborate for the purpose of offering the Summer Camp Program to provide a safe, healthy, enriched summer day camp aimed to help students grow into responsible, productive adults.

NOW, THEREFORE, the City and the YMCA hereby agree as follows:

1. Recitals. The above recitals are true and correct and fully incorporated herein.
2. Term; Termination. The term of this Agreement shall begin on the date this Agreement is fully executed by the City and the YMCA and, unless earlier terminated as provided for herein, end on August 31st, 2025. This Agreement may be terminated, with cause, by the terminating party giving written notice of such party’s intent to terminate for cause if the non-terminating party does not cure a violation of this Agreement within fifteen (15) days of the written notice. If a violation is timely cured, this Agreement continues in effect. If a violation is not timely cured, this Agreement terminates on the sixteenth day from the date of the written notice (the “**Termination Date**”); provided, however, that if the Summer Camp Program is not scheduled to end prior to the Termination Date, then the YMCA shall be permitted to continue using the Facilities (as defined elsewhere herein) until such program concludes unless the violation relates to the health, safety and welfare of the students attending the Summer Camp Program.
3. Access. The City grants the YMCA, and its employees, agents, and representatives, access to and use of the Ted Whitlock Community Center, located at 1951 Malabar Rd. NW, Palm Bay, FL 32907 for the YMCA to fully perform its duties and obligations created hereunder.
4. YMCA Duties and Obligations. The YMCA, at its sole expense, except as otherwise provided herein, agrees to perform the following at the Ted Whitlock Community Center (the “YMCA’s Obligations”):
 - a. Provide, oversee and operate a Summer Camp Program at the Ted Whitlock Community Center.
 - b. Serve as the lead agent for providing the Summer Camp Program and the fiscal agent.
 - c. Hire all personnel as members of the YMCA staff.
 - d. Oversee all Summer Camp Program registrations.
 - e. Receive and retain all registration payments for the Summer Camp Program.
 - f. Submit for review and approval all public communications relating to the Summer Camp Program to the City’s Communication’s Director at _____ with a copy to _____ prior to publication. Approval will not be unreasonably withheld and a response from the City will be provided within five (5) business days.
 - g. The YMCA shall indemnify, defend, and hold City harmless from and against all losses, claims,

causes of action, liabilities, and expenses arising out of or relating to the negligence or wrongful act or omission of the YMCA or any of its employees, contractors, agents, or representatives in connection with this Agreement and its performance hereunder.

- h. Maintain liability insurance with per occurrence limits of at least \$2,000,000 for the Summer Camp Program naming the City of Palm Bay as an additional insured and a certificate holder, and provide evidence thereof to the City within five (5) business days of this Agreement is fully executed by the City and the YMCA.
- i. Be fully responsible for compliance with the *Jessica Lunsford Act* and sections 1012.23, 1012.465, 1012.467, and 1012.468, Florida Statutes, and provide evidence to the City that all employees have been subject to a level 2 background clearance.

5. Registration Fees.

- a. The parties agree the weekly camp rate shall be \$120.00 per week per child, which is our YMCA Association Scholarship Rate, with the understanding that no child will be turned away for a lack of funds.
- b. The parties agree that one time registration fee shall be \$25.00 per attendee.
- c. A child (children) of City residents shall be provided priority over a child (children) of non-City residents. This will be accomplished by providing a City resident's only registration period initially, followed by an open registration period.
- d. Registration fees will include weekly onsite experiences and/ or field trips.
- e. Breakfast and Lunch will be provided by a third-party vendor, at no additional cost to families.
- f. The YMCA Scholarship process includes an application that must be completed prior to the camper attending. The application does request supporting documentation. Once approved the family could see up to a 30% Scholarship on weekly costs; per attendee.
- g. City Employees would receive 30% discount, once verification of employment is received.

6. Summer Camp Program Schedule and Participants. The parties agree the Summer Camp Program will be held from June 2, 2025 – August 1, 2025, Monday thru Friday, 7:00 A.M. to 6:00 PM daily for children in grades K-5. Non Service Days: July 4th.

7. City Obligations. In consideration of the YMCA's Obligations, the City agrees to:

- a. Waive the fee for use of the Ted Whitlock Community Center

8. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by U.S. Mail registered or certified mail (return receipt requested) or sent by recognized overnight courier addressed as follows (this paragraph is not applicable to communications with the City's Communications Director as provided in paragraph 4.f. which is permitted to occur by e-mail):

If to the YMCA:

YMCA of Central Florida
Attn: _____
433 N. Mills Avenue
Orlando, FL 32803

If to City:

City of Palm Bay
Attn: _____

Notices shall be deemed effective only if sent to each address listed for the intended recipient party, or such other address as may be subsequently provided by that party in writing. Notices personally

delivered, sent by United States registered or certified mail, or sent by overnight courier shall be deemed given on the date of receipt.

9. Assignability. Neither City nor the YMCA may assign any rights or obligations contained in this Agreement without the other party's prior written consent.
10. Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between City and the YMCA and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.
11. Modification. This Agreement may not be modified or amended nor shall any provision of it be waived except in writing signed by City and School Board, or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of either party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by City and School Board, or their respective agents acting under express written authority to do so.
12. Governing Law. The laws of the State of Florida shall apply to and control any dispute concerning the interpretation, construction, performance, or enforcement of this Agreement. The City and the YMCA hereby agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the state courts serving Brevard County, Florida and the City and the YMCA hereby waive any challenge to personal jurisdiction or venue in such courts.
13. Severability. If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined to be invalid or unenforceable by a court of competent jurisdiction, then the validity of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.
14. Counterparts. This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. An electronic or facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as an original.
15. Construction. This Agreement shall be construed as if it were jointly prepared by the City and the YMCA and any uncertainty or ambiguity shall not be construed against any one party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

Signature page to follow

IN WITNESS WHEREOF, the City and the YMCA have caused this Agreement to be executed by their duly authorized representatives as of the dates shown below.

City of Palm Bay, Florida

Central Florida Young Men's Christian
Association, Inc. d/b/a YMCA of Central Florida,
Inc., a Florida corporation,



Cathy Paez, CFO

Date

Date

ATTEST:

ATTEST:

Approved as to Form:

Approved as to Form:

City Attorney

Attorney

EXHIBIT A
(legal description)

EXHIBIT B
(aerial depiction)