

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF RIVIERA BEACH AND BOYS AND GIRLS CLUB OF PALM BEACH COUNTY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of this 11th day of June, 2021, by and between the City of Riviera Beach, Florida, a Florida municipal corporation (“City”), and the Boys and Girls Club of Palm Beach County, Inc., a Florida not-for-profit corporation, located at 800 Northpoint Parkway, Suite 204, West Palm Beach, Florida 33407,

RECITALS

WHEREAS, the City desires to appropriate and expend money from the City’s general fund to finance programs deemed to be necessary and proper to meet the social needs of the children and youth residing in the City, including, but not limited to, areas relating to the public health, welfare and safety; and

WHEREAS, programs established and provided by the Max M. Fisher Boys and Girls Club located at 221 West 13th Street, Riviera Beach, Florida 33404 (hereinafter the “Boys and Girls Club”), assist children and youth of the City with programs and educational activities which enhances the lives of such children, youth and their families; and

WHEREAS, the City’s partnering with the Boys and Girls Club allows the City to expand and interconnect its park and recreational program offerings, provide increased public access to a diverse range of recreational activities, establish mentoring programs for Boys and Girls participants, and form strategic partnership for the betterment and enrichment of children and youth residing in the City.

NOW, THEREFORE, in consideration of the premise and the mutual promises set forth in this memorandum of understanding, the City and Boys and Girls Club hereby agree as follow:

1. City’s Responsibilities and Obligations.

- A. The City, through its Parks and Recreation Department, will collaborate with the Boys and Girls Club by:
 - 1. Expanding and interconnecting certain of its Parks and Recreational Programs, specifically its summer camp and afterschool care programs, with the Boys and Girls Club, specifically:
 - a) Transferring, on or before August 1, 2021, its afterschool care program to the Boys and Girls Club for program administration, management and oversight. For the purposes of this provision, the Boys and Girls Club has the right to utilize Wells *and/or* Tate Recreation Centers, based upon the program’s space demands and needs.
 - b) Transferring it summer camp programs to the Boys and Girls Club for their administration, management, and oversight. Such transfer of programs shall occur on or before June 1, 2022. For the purposes of this provision, the Boys

and Girls Club has the right to utilize Wells *and/or* Tate Recreation Centers, based upon the program's space demands and needs.

- c) Assisting with the promotion of the summer camp and afterschool care programs under the care of the Boys and Girls Club.
- d) Permitting optional use of satellite locations for the summer camp program and/or afterschool program to be conducted by the Boys and Girls Club at the Wells Recreation Center, and/or Tate Recreation Center; provided that:
 - i. The Afterschool Program is conducted Monday through Friday, between the hours of 2:00 PM and 6:00 PM, and out of school days, full and half days, as provided in the annual school calendar as approved by the Palm Beach County School Board.
 - ii. The Summer Camp Program is conducted Monday through Friday, between the hours of 7:30 AM and 6:00 PM, and out of school days, full and half days, as provided in the annual school calendar as approved by the Palm Beach County School Board.

To facilitate any issues related to the use of the above-designated satellite locations, the Boys and Girls Club shall work with the Director of Parks and Recreation.

- 2. Providing swim lessons and aquatic safety training to participants in the Boys and Girls Club programs, consisting of:
 - a) Free swim lessons through the City's "Learn to Swim Program", funded by the Palm Beach County Drowning Coalition Program. Such swim lessons shall be coordinated with the Aquatics Coordinator, Will Hollins, at (561)-845-4070. For all participants participating in the City's "Learn to Swim Program", the Boys and Girls Club shall ensure the City receives all pertinent participant information required for the City to receive the free swim lessons.
- 3. Permitting Boys and Girls Club participants to have free access or entrance into the following City facilities or programs.
 - a) Barracuda Bay for family night and Boys and Girls Club events.
 - b) City field space, provided, the Boys and Girls Club reserve the use of the field space.
 - c) Gym or field space for fundraisers, provided, the Boys and Girls Club reserve the gym or field space.
 - d) City youth leagues, provided, the Boys and Girls Club register participants.

Should the Boys and Girls Club desire to schedule any of its participants for any of the above City programs and facilities, the Boys and Girls Club shall contact the Parks and Recreation Department at (561)845-4070.

- 4. Transferring ownership of three (3) or less, forty passenger buses to the Boys and Girls Club, if the Boys and Girls Club desires to obtain and use the buses.
- 5. Storing all Boys and Girls Club buses on such City property as determined by the City Manager.

6. Pruning and maintaining the exterior landscape of the Boys and Girls Club's facilities by the Parks and Recreation Department.
 7. Sponsoring ten (10) children or youth participants in the Summer Camp, at the rate of \$100.00 a week for ten (10) weeks per child/youth, totaling \$10,000; provided that such child or youth is a resident of the City of Riviera Beach.
 8. Preparing and submitting joint grant applications with the City's Parks and Recreation Department, when mutually agreed upon.
- B. The City, along with its Police Department and Fire Services Department, agrees to engage in mentoring activities and services with participants of the Boys and Girls Club by:
1. Training participants on Hands Only CPR and Stop the Bleed, and in first aid.
 2. Providing information to, and the exposure of, participants to careers in Government, Fire Rescue Services and Law Enforcement.
 3. Engaging in intervention activities with Boys and Girls Club participants which empower the participants to achieve positive growth and development, become productive and responsible members of the City community, ensuring they feel connected and safe in the community.
 4. Providing enhanced mentoring services to Boys and Girls youth, if any, who have been involved with law enforcement or the Juvenile Justice System, to decrease delinquent behavior and reduce the likelihood of delinquency.
- C. In collaboration with the Boys and Girls Club, and upon request, the City and its respective departments will participate in programs as Family Night, assist with the organization of a teen summit.

2. Boys and Girls Club's Responsibilities and Obligations.

- A. The Boys and Girls Club will:
1. Prior to the commencement of the summer camp and afterschool programs, and continuing throughout the programs, market and promote the programs to families through informational and electronic materials and flyers, and identify and recruit participants for the programs.
 2. Continue, or implement, programs for the City's children and youth which are without common deterrents such as lack of transportation, affordability, or lack of parent availability; which offers an asset to the community through keeping youth busy in positive activities during hours which have been proven effective in decreasing negative or unwanted behaviors; and which provide quality recreational and other experiences that promote health and wellness to the City's children and youth.
 3. Permit the City use of its facilities, specifically its gymnasium, when not in use by the Boys and Girls Club. An agreement between both parties for facility use will be drafted separately from this MOU. The agreement will include advance notification requirements, insurance requirements, sanitation protocols, and supervisory requirements.
 4. Provide the City with reports it may need on participants, including but not limited to the number of participants, and on the proper reporting of any funds.
 5. Identify and provide volunteers for its summer camp and afterschool camp consistent with the provisions herein.

6. Background check and screen, include fingerprint, all Boys and Girls Club employees, volunteers, contractors, or interns performing services under this Agreement and remaining on the premises of the Boys and Girls Club facility for any purpose under this Agreement.

3. Revisit of Financial Terms

The financial terms of this memorandum of understanding may be revisited by the City during its annual budget process, to determine and ensure the continued adequacy of funding. Each party recognize the City's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by the City Council for subsequent fiscal years.

4. Effective Date; Term

This memorandum of understanding shall be effective on the date it is made above and shall expire three (3) years after such date. This Agreement may be renewed and extended for additional periods of time by agreement of the parties.

5. Amendments

This Agreement is not subject to modification or amendment except by a writing of the same formality as this Agreement and executed by the signatories hereto, both the City and the Boys and Girls Club.

6. Applicable Law and Venue

This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Florida, without regard to principles of conflict of laws. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida.

7. Jurisdiction; Venue

This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of the Circuit Court of Palm Beach County, Florida.

8. Indemnification

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the City shall indemnify, defend and hold harmless the Boys and Girls Club against any actions, claims or damages arising out of the City's negligence in connection with this Agreement, and the Boys and Girls Club shall indemnify, defend and hold harmless the

City against any actions, claims, or damages arising out the Boys and Girls Club's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

9. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10. Insurance

The Boys and Girls Club shall maintain, throughout the performance of this Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law; a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Boys and Girls Club or any of its officers, directors, employees or agents; and a policy or policies of automobile liability insurance covering any automobile or other motor vehicle used in connection with Such general liability and automobile liability insurance shall have limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and shall name City as an additional insured. Upon execution of this Agreement by the Boys and Girls Club, the Boys and Girls Club provide City with certificates of insurance evidencing the insurance required by this section and shall deliver to City renewal policies and certificates not less than thirty (30) days prior to the expiration of any insurance required. The Boys and Girls Club shall give City thirty (30) days prior written notice in the event any of the coverages required hereunder are changed or canceled.

11. Assignment

Neither party may assign or transfer any interest in this Agreement without the prior written consent of the other party.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the Boys and Girls Club and the City.

13. Audits; Inspector General

Upon prior request of the City to comply with audit requirements, the Boys and Girls Club shall make available to the City all financial and other records related to this Agreement and the City shall have the right to audit such records at any reasonable time.

The Boys and Girls Club agrees and understands that the Palm Beach County Office of Inspector General ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes

(including meetings), data, computer hard drives, emails, facilities or other assets owned, borrowed or used by the Boys and Girls Club with regards to the Agreement. Boys and Girls Club employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement.

14. Public Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

Pursuant to Section 119.0701, Florida Statutes, the Boys and Girls Club shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the costs provided in this chapter or otherwise provided by law.
- (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.
- (d) Meet all requirements for retaining public records and transfer at no cost to the public agency all public records in possession of the Boys and Girls Club upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 845-4070, crobinson@rivierabeach.org; 600 West Blue Heron Blvd; Riviera Beach, FL 33404.

15. Waiver of Jury Trial.

TO THE EXTENT PERMITTED BY LAW, THE CITY AND THE BOYS AND GIRLS CLUB WAIVER KNOWINGLY AND VOLUNTARILY FOR ITSELF AND ALL PERSONS CLAIMING BY OR THROUGH THEM ALL RIGHT TO TRIAL BY JURY IN ANY OTHER JUDICIAL PROCEEDINGS HEREAFTER INSTITUTED BY ONE OF

THE PARTY'S AGAINST THE OTHER PARTY IN RESPECT TO THIS AGREEMENT.

16. Notices

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

If to Boys and Girls Clubs of Palm Beach County, Inc.:

Jaene Miranda, President & CEO

800 Northpoint Parkway, Suite 204
West Palm Beach, FL 33407

If to the City:

Jonathan Evans, City Manager

City of Riviera Beach
1481 W. 15th Street, Suite 238
Riviera Beach, Florida 33404

With a copy to:

Dawn Wynn, Esq.,
City Attorney
City of Riviera Beach
1481 W.15th Street
Riviera Beach, Florida 33404

17. Counterparts.

This Agreement may be executed in two or more counterparts each of which when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be the same instrument.

18. Authority

Each person signing this Agreement on behalf of either party individually warrants that s/he has full legal power to execute this Agreement on behalf of the party for whom s/he is signing and to bind and obligate such party with respect to all provisions contained in the Agreement.

SIGNATURES ON FOLLOWING PAGE

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

**City of Riviera Beach, Florida,
a Florida municipal corporation**

BY: _____
RONNIE L. FELDER,
MAYOR

BY: _____
SHIRLEY LANIER,
CHAIRPERSON

ATTEST:

Approved As To Form And
Legal Sufficiency

By: _____
Claudene L. Anthony, CMC
City Clerk

By: _____
Dawn S. Wynn, City Attorney

**Boys & Girls Club of Palm Beach County, Inc.,
a Florida not-for-profit corporation**

ATTEST:

BY: _____

Witness

PRINT NAME _____

Print/Type Name

Its: _____