

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Community Service Agency Partnership Grant

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: Phil Stalvey *PS* **CONTACT:** David Medley *DM* **EXT.** 3363

Agenda Date <u>03-08-05</u>	Regular <input checked="" type="checkbox"/>	Consent <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>	Public Hearing – 7:00 <input type="checkbox"/>		

MOTION/RECOMMENDATION: Approval by the Board of County Commissioners and authorization for the Chairman to execute the attached contract for Central Florida YMCA.

BACKGROUND: On October 26, 2004, the Board of County Commissioners approved \$25,000, for the Central Florida YMCA and instructed staff to assist the YMCA with developing a contract for a new program that would provide scholarship fees for low-income families, and to ensure that county funds would not supplant existing revenue. The attached contract will provide funding for scholarships in the YMCA's new Safe Harbor Program.

The Dedication Ceremony for the Midway Safe Harbor Program is schedule for March 5, 2005, and the YMCA's Safe Harbor Program will tentatively begin providing services the first part of April.

The attached Executive Summary provides a complete overview of the program to be offered at Midway Safe Harbor.

Reviewed by: <i>2-22-05</i>
Co Atty: <i>J. Dettling</i>
DFS: _____
Other: _____
DCM: <i>[Signature]</i>
CM: <i>[Signature]</i>
File No. <u>RCS01</u>

CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.**, a Florida non profit corporation, whose address is 433 North Mills Avenue, Orlando, Florida 32803, hereinafter referred to as "YMCA".

W I T N E S S E T H:

WHEREAS, YMCA provides a variety of health and wellness related programs and services, including but not limited to, swimming classes, education, wellness counseling, exercise classes, child care and other similar activities for residents of Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2004, through September 30, 2005, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that YMCA fail to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by YMCA after YMCA have received notice of termination. Upon said termination, YMCA shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. YMCA shall use funds from this Agreement, in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide scholarships and subsidize membership programs at the Lake Mary YMCA and the Oviedo YMCA for eligible residents of Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference. The YMCA shall not use COUNTY funding to supplant any funding set aside by the YMCA for scholarship or subsidized memberships.

Section 5. Revenue From Other Sources. YMCA agree to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by YMCA during the term of this Agreement. It is understood that YMCA have not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby YMCA would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification.

(a) YMCA shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to YMCA or whomsoever, resulting out of YMCA's fraud, defalcation, dishonesty, or failure of YMCA to comply with applicable laws or regulations; or by reason or as a result of any act or omission of YMCA in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to YMCA by registered or certified mail addressed to YMCA at the address provided hereinafter. Upon receiving such notice, YMCA, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent, to the extent practicable, the obtaining of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in YMCA's defense of any such action, suit or proceeding.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to YMCA up to a maximum sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) for all services provided hereunder by YMCA during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that YMCA have complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
400 West Airport Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, YMCA shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2005.

Section 8. Reporting Requirements. YMCA shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY during the term of this Agreement;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general

progress of the agency, any problems that might exist for the agency and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, YMCA shall submit on a quarterly basis, a financial report reflecting total agency receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, YMCA shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to YMCA as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by YMCA after YMCA have received such notice of termination. In the event there are any unused COUNTY funds, YMCA shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. YMCA shall allow the COUNTY, its duly authorized agent and the public access to such of YMCA's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with *Chapter 119, Florida Statutes*.

Section 11. Audit. YMCA shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2005, or within ninety (90) days following the termination of this Agreement,

whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Manager, Community Assistance Division
400 West Airport Boulevard
Sanford, Florida 32773

FOR YMCA

Sherly Woods, District Vice-President
YMCA of Central Florida
665 Longwood-Lake Mary Road
Lake Mary, Florida 32746

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 14. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, YMCA shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes,

ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to YMCA as provided hereinabove.

Section 16. Conflict of Interest.

(a) YMCA agree that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) YMCA hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of YMCA to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, YMCA hereby agree that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expressed on the day and year first above written.

EXECUTIVE SUMMARY

The YMCA proposes to provide Saturday programs at the Midway Safe Harbor located in Sanford's Midway Community. Programming will encompass the following aspects:

- Wellness
- Fitness Exercise
- Character Development
- Leadership Development
- Skill Development
- Enrichment
- Sports and Intramural Leagues
- Progressive Swim and Water Safety
- Theme based curriculum
- Supervised Play
- Special Events
- Mentoring
- Volunteerism

The YMCA will be one of 6 community/government agencies that will participate in the activities at the Safe Harbor. The other agencies are: Seminole County Public Schools, Seminole County Government, Seminole County Sheriffs Department, The Boys & Girls Club and the 2nd Harvest Food Bank. The YMCA's commitment to the partnership will be to provide programming on Saturdays between the hours of 9:00am and 4:00pm. The YMCA will provide staffing, equipment and supplies needed to effectively provide programs and services that meet the YMCA Mission and the Mission of the Safe Harbor. The Seminole County Sheriffs Department will provide a deputy to be stationed on-site during operating hours to help provide supervision and security for the day's activities.

The YMCA will incur the following expenses:

- | | |
|---|-----------|
| • Salaries & Benefits | \$ 13,885 |
| • Supplies & Equipment | \$ 5,000 |
| • Printing & Promotion | \$ 1,000 |
| • Progressive Swim & Water Safety | \$ 3,115 |
| • Administrative /Clerical Support
& Liability Insurance | \$ 2,000 |

TOTAL **\$ 25,000**

Through this partnership, the YMCA hopes to extend its service reach into the impoverished areas of Seminole County. The basic unit of service will be defined as one hour of service per child over the course of a 7-hour day of programmed activities. Over the course of 20 consecutive Saturdays, the YMCA expects to impact 11,200 service units. The cost of providing each unit of service will be \$2.23

PROPOSED PROGRAMMING

Wellness Incentive Programs: The YMCA will implement wellness incentive programs that are designed to encourage involvement in fitness activities and encourage behavior modification. Participants will be rewarded for 30 minutes of physical activity at least 3 times per week.

Teen Fitness Programs: YMCA staff will provide an orientation to exercise and fitness theory. Teens ages 12 –15 are encouraged to set personal health and wellness goals through the supervision of YMCA staff. Teens learn proper techniques for safe exercise.

Progressive Swim Instruction and Water Safety Programs: The YMCA will offer progressive courses in swim instruction and water safety for up to 30 children thru the end of the contract term. Components of course include personal safety, rescue skills, and stroke development. Each session includes eight - 40 minute lessons. Transportation to the YMCA pool using bus service provided by SCPS is factored into the overall budget. If transportation is not available thru SCPS, higher transportation costs may limit the scope of the proposed program.

YMCA Youth Sports: The YMCA will organize sports activities and intramural leagues. This program promotes age appropriate activities during a child's developmental stage. Focus will be placed on avoiding injuries thru proper stretching, skill development, teamwork, character development and the encouragement of a lifelong involvement in sports. The sports program will help introduce children to physical activity in a fun and supportive environment.

Community Days and Special Events: The YMCA will organize specific dates for open use of the facility to the community. The community will have the opportunity to experience a group exercise class, participate and use the open gymnasium and participate in special event type of activities.

Program offerings will be contingent on several factors and may vary. Enrollments, staff-child ratios, utilization of space, the availability of volunteers and the availability of financial resources will all be in consideration when determining what programs are offered.

A suggested schedule for Saturday activities will include but not be limited to the following:

8:00 – 8:30 AM	Planning and Staff Prep
8:30 – 9:00 AM	Check In
9:00 – 9:30 AM	Opening Ceremonies
9:30 – 11:30 AM	Morning Program
11:30 – 12:00 PM	Clean Up / Reinforcement
12:00 – 1:00 PM	Lunch / Free Time / Open Play
1:00 – 1:30 PM	Character Development / Enrichment
1:30 – 3:30 PM	Afternoon Program
3:30 – 4:00 PM	Closing Ceremonies