

**AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND
DELRAY ROCKS YOUTH FOOTBALL AND CHEERLEADING ORGANIZATION,
INC.**

THIS AGREEMENT is made this ____ day of _____, 2025 (the “Effective Date”) by and between the **CITY OF DELRAY BEACH**, a Florida Municipal Corporation (hereinafter referred to as “**CITY**”), and **DELRAY ROCKS YOUTH FOOTBALL AND CHEERLEADING ORGANIZATION, INC.**, a Florida not-for-profit corporation, (hereinafter referred to as “**DELRAY ROCKS**”).

W I T N E S S E T H:

WHEREAS, the Delray Rocks Football Team was founded in 1966 by Athletic Director, William “Bill” Smith, with the philosophy that “success is not measured with the amount of wins and losses on the football field but with attitude, respect, and the ability to succeed in life”; and

WHEREAS, the City Commission of Delray Beach, Florida, recognizes the importance of supporting organizations like the Delray Rocks that enhance recreational opportunities for our youth and support the development of children; and

WHEREAS, the CITY desires to provide funding to the DELRAY ROCKS, pursuant to the terms and conditions of this Agreement, to assist the DELRAY ROCKS with activities that further the City’s goals; and

WHEREAS, the CITY finds that this Agreement serves a municipal and public purpose, is consistent with the CITY’s goals, policies, and objectives and conforms to the requirements of Florida law; and

WHEREAS, the City Commission finds and determines that it would be beneficial to the community and a proper public purpose pursuant to Chapter 163, Florida Statutes, to support the DELRAY ROCKS through a grant of funds upon the terms and conditions hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are true and correct and incorporated herein by reference.

2. Term of Agreement. This Agreement shall continue in full force and effect for five years from the Effective Date of this Agreement.

3. Grant Funds. Subject to the terms and conditions herein, on an annual basis, the CITY agrees to provide the DELRAY ROCKS grant funding for the operation and administration of the Delray Rocks Youth Football and Cheerleading Program. The grant funds are to be used by the DELRAY ROCKS to provide all programming and administrative services related to its youth football and cheerleading program including, but not limited to, transportation, personnel, uniforms, use of City-owned fields and buildings that support the mission of the DELRAY ROCKS in accordance with the Performance Standards described in Exhibit “A,” attached hereto and incorporated herein (“Grant Funds”). Grant Funds will be determined by the City Commission prior to the adoption of the City’s budget at a workshop meeting of the City Commission to be held no later than August 31st of each year (the “Workshop”), and will be paid to the DELRAY ROCKS no later than November 1st of each year.

4. Terms of Funding.

- 4.1 The DELRAY ROCKS understand that the Grant Funds are provided to accomplish a public purpose. The DELRAY ROCKS commits and warrants that it will accomplish such public purpose through the use of the Grant Funds.
- 4.2 The DELRAY ROCKS recognize that the CITY utilizes public funds, including tax dollars, to fund this Agreement.
- 4.3 The DELRAY ROCKS agree that grant funds will be used for the operation and administration of the DELRAY ROCKS and expenses related thereto.
- 4.4 The DELRAY ROCKS acknowledge that the CITY is not responsible for the DELRAY ROCKS’s activities hereunder or otherwise, and shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the DELRAY ROCKS and persons employed or utilized by the DELRAY ROCKS.
- 4.5 The DELRAY ROCKS agree that, as a condition of this Agreement, a valid field permit for use of the City’s fields must be obtained each year through the City’s processes.
- 4.6 Annually, no later than December 31, the DELRAY ROCKS agree to provide an accounting to the City demonstrating that the Grant Funds were used appropriately in furtherance of a public purpose, and consistent with the terms of this Agreement.

- 4.7 The DELRAY ROCKS agree to return to the City any Grant Funds that the City determines, it is sole discretion, were not used to accomplish a public purpose.

5. Compilation Report.

- 5.1 Prior to the Workshop, and no later than July 1st, the DELRAY ROCKS shall submit to the CITY its compilation report from the prior fiscal year and an annual report in a form reasonably acceptable to the CITY, which shall include the following: (a) a description of the principal activities, programs, and services offered and provided by DELRAY ROCKS during the preceding fiscal year; (b) the number of persons who participated in activities and programs held by DELRAY ROCKS during the preceding fiscal year; and (c) a written statement signed by DELRAY ROCKS which sets forth its status on meeting the Performance Standards, and which of such Performance Standards were not met, all with appropriate explanation.
- 5.2 DELRAY ROCKS acknowledges that failure to timely provide a compilation report and an annual report to the CITY as described in Paragraph 4, supra, may result in the City terminating this Agreement in accordance with Paragraph 10 below and may negatively impact the CITY's funding of the DELRAY ROCKS programs in the future.

6. Right to Audit. DELRAY ROCKS hereby gives the City, through any authorized representative, upon reasonable notice and at a reasonable time, access to and the right to examine all records, books, papers, or documents relating to the funding provided pursuant to this Agreement. DELRAY ROCKS hereby agrees to maintain books, records, and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. DELRAY ROCKS hereby agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such monies in full to the CITY, or if this Agreement is still in force, any subsequent request for payment shall be withheld by the CITY.

7. Termination. If the City Manager determines, in his sole and absolute discretion, that DELRAY ROCKS is not achieving the Performance Standards or is otherwise not furthering the CITY's goals, policies, and objectives with respect to enhancing recreational opportunities, promoting healthier lifestyles, improving the mental and physical wellbeing of the residents, and supporting child development, the CITY shall provide written notice to DELRAY ROCKS of such deficiency(ies), and DELRAY ROCKS shall have 30 days from receipt of the notice to cure the

deficiency(ies) to the satisfaction of the CITY. Should DELRAY ROCKS fail to cure such deficiency(ies) to the satisfaction of the CITY, the CITY has the right to terminate the Agreement immediately after delivery of written notice to DELRAY ROCKS.

8. Notice. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: City Manager
100 NW 1st Avenue
Delray Beach, FL 33444

Copy to: City Attorney
200 NW 1st Avenue
Delray Beach, FL 33444

DELRAY ROCKS: Delray Rocks Youth Football and Cheerleading
Organization, Inc.
P.O. Box 7712
Delray Beach, FL 33482-7712

9. Public Records. **IF DELRAY ROCKS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DELRAY ROCKS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH, FLORIDA, (561) 243-7050 OR VIA E-MAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

9.1 DELRAY ROCKS shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, DELRAY ROCKS agrees to:

9.1.1 Keep and maintain all records that ordinarily and necessarily would be required by the City.

9.1.2 Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

- 9.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- 9.1.4 Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of DELRAY ROCKS at the termination of the contract and destroy any 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. All records shall be transferred to the City prior to final payment being made to DELRAY ROCKS.
- 9.1.5 If DELRAY ROCKS does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this Agreement in accordance with state law.

10. Inspector General. DELRAY ROCKS is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from the DELRAY ROCKS and its subcontractors and lower tier subcontractors. DELRAY ROCKS understands and agrees that in addition to all other remedies and consequences provided by law, the failure of DELRAY ROCKS or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement justifying its termination.

11. Miscellaneous Provisions.

- 11.1 The parties hereto do not intend to create any rights for third party beneficiaries under this Agreement.
- 11.2 The parties acknowledge that CITY's performance and payment pursuant to this Agreement is not assured and is contingent upon the CITY appropriating the Grant Funds in its approved annual budget subject to its sole and absolute discretion.
- 11.3 DELRAY ROCKS shall be responsible for the payment of all taxes including Federal and State taxes arising out of DELRAY ROCKS' activities in accordance with this Agreement including by way of illustration but not limitation, Federal income tax, Social Security tax,

Unemployment Insurance taxes, and any other taxes or business license fees as may be lawfully required.

- 11.4 No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.
- 11.5 The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.
- 11.6 Neither the CITY nor DELRAY ROCKS shall assign or transfer any rights or interest in this Agreement.
- 11.7 DELRAY ROCKS shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of any State or Federal law.
- 11.8 This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and Delray Rocks Youth Football and Cheerleading Organization, Inc. executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Alexis Givings, City Clerk

By: Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

ATTEST:

DELRAY ROCKS YOUTH FOOTBALL AND CHEERLEADING ORGANIZATION, INC.

By:

By: Vicki Hill

Print Name:

Print Name: Vicki Hill

Title:

Title: Treasurer

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of JULY, 2025 by VICKI HILL (name of person), as TREASURER (type of authority) for DELRAY ROCKS (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification _____
Type of Identification Produced _____

Notary Public - State of Florida



EXHIBIT A

1. DELRAY ROCKS shall manage and operate the Delray Rocks football and cheerleading team.
2. DELRAY ROCKS shall ensure that membership of the teams consists of at least 60% of children that are residents of Delray Beach. Rosters must be submitted to the City Manager, or designee, by the first Monday in August each year of this Agreement.
3. DELRAY ROCKS shall mandate that all personnel, including its Coaches, Team Parents, and Board Members, pass a background check and submit proof to the City. All football coaches must also acquire the AYFL league mandated USA Heads UP Football Training
4. Volunteers must be approved by DELRAY ROCKS, and a list providing contact information for all volunteers must be submitted to the City on DELRAY ROCKS letterhead before the first practice or work out. If any volunteers are approved after the letter submission, an amended letter must be provided by DELRAY ROCKS to the City with new approved volunteers prior to any volunteer participating in or attending a game, practice, or work out.
5. DELRAY ROCKS shall provide no more than 8 football teams and 8 cheerleading teams each year.
6. DELRAY ROCKS shall maintain a standard ratio of 1 volunteer to 18 participants for the football and cheerleading program.
7. DELRAY ROCKS shall provide a 1-week free football and cheerleading camp each year of the Agreement.
8. DELRAY ROCKS shall provide a celebration at the end of the season, which engages families and friends that participate in any of the DELRAY ROCKS teams.