

AGREEMENT

THIS AGREEMENT is between the _____, (hereinafter "the Center"), and the **SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, as owner and operator of _____ Schools, (hereinafter "Board").

WHEREAS, said school is located in close proximity to the Center, and

WHEREAS, the Board desires to use the Center for an evacuation site for students, teachers and other Board personnel at aforementioned schools in the event of an emergency during school hours and times of school functions, and

WHEREAS, the Center is in agreement with such use by the Board provided that its interests are adequately protected,

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) paid by the Board, and other good and valuable consideration, the adequacy of which is agreed upon by the parties, the Center and the Board agree as follows:

- A. The Board may utilize said _____ as an evacuation site for students, teachers and other Board personnel in the event of an emergency during school hours and at all times during which school functions and activities are ongoing.
- B. The Board will maintain said Center during such times as it is being used by Board as an evacuation site by providing custodial care to those areas utilized by the Board. In the event that the Center premises are damaged during the time of such utilization due to the negligence of Board or its employees or agents, Board will be responsible for effecting repair of such damage.
- C. The Board agrees to indemnify, protect, and hold the Center, its employees and agents, harmless from any tort claim brought by any third party for injuries received while using said Center for the purposes outlined herein, which injuries are due to the negligence of the Board, it employees, or agents. Nothing in this Agreement shall be construed in any way to be a waiver by the School Board of sovereign immunity set forth in §768.28, Florida Statutes, or to either expand or increase the Board's limits of liability as set forth

therein. Nothing contained herein shall be construed to require the School Board to indemnify _____ or any other party, person or legal entity for injury or damage resulting from negligence on the part of anyone other than the Board or its officers, employees or agents

D. Either party may terminate this Agreement with thirty (30) days written notice.

DATED this _____ day of _____, 2021

By: _____

Name: _____

Title: _____

**SCHOOL BOARD OF CLAY
COUNTY, FLORIDA**

_____, Chair

900 Walnut Street
Green Cove Springs, FL32043
Telephone: 904-336-6500