

AGREEMENT BETWEEN SCHOOL BOARD OF CLAY COUNTY

AND

**YMCA OF FLORIDA'S FIRST COAST, INC.
FOR THE OPERATION OF A SUMMER CAMP AT
MIDDLEBURG ELEMENTARY SCHOOL**

This agreement made and entered into in duplicate the 20th day of April 2006, by and between the School Board of Clay County (hereinafter referred to as the "School Board") and the YMCA of Florida's First Coast, Inc., a non-profit organization, (hereinafter referred to as the "YMCA").

WITNESSETH:

Whereas, the YMCA's Dye Clay Family YMCA Branch desires to provide a summer camp at Middleburg Elementary School (hereinafter referred to as "Middleburg").

Whereas, the School Board desires to assist the YMCA in such efforts by providing the necessary facilities.

For this and other valuable consideration, the School Board and YMCA agree as follows:

1. The YMCA shall employ a Camp Director to be directly responsible for the camp program.
2. The Camp Director shall be responsible to the principal of Middleburg or his/her designee on matters relating to the physical facilities, including its use, student conduct, and equipment and care,
3. The Camp Director shall be responsible and answerable to the YMCA Program Director on all matters relating to the operations of the camp program, including but not limited to instructions, registration, supervision, and materials or supplies.
4. YMCA agrees to require all of its employees, agents and volunteers who are engaged in the performance of activities which are the subject of this Agreement, and are on School Board property to undergo a background screening as required by Florida Statutes. YMCA shall bear the cost of said screening.
5. The YMCA shall reimburse the School Board for the following expenses:
 - a. The approved rental is for the use of the cafeteria for 12 hours a day, five days a week, Monday to Friday, from May 30 through July 21, 2006, at a rental rate of \$100.00 per day.
6. The term of this Agreement shall begin on May 30, 2006 and will terminate July 21, 2006 provided however, that this Agreement may be extended for additional years upon the written

concurrence of both parties. This agreement can be terminated with or without cause, by either party upon providing the other party five days written notice of said termination.

7. This Agreement may be negotiated on an annual basis between the School Board and the YMCA.
8. YMCA will provide School Board a certificate of insurance on a form reasonably satisfactory to School Board, showing YMCA as primary insured and School Board of Clay County as additional insured with respect to the program outlined in this Agreement.
9. YMCA agrees to defend, indemnify and hold harmless the School Board against any loss, damage, expense or claim arising from the negligent acts of YMCA agents or employees in performance of duties associated with this Agreement.
10. The School Board agrees to defend, indemnify and hold harmless the YMCA against any loss, damage, expense or claim arising from the negligent acts of School Board agents or employees in performance of duties associated with this Agreement. Nothing in this indemnification agreement shall be construed to increase the dollar limit of School Board's liability beyond that which is set forth in Fla. Stat. section 768.28.
11. The parties agree that any amendment, revision, or modification of this Agreement must be made in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year above first written.

ATTEST:
SCHOOL BOARD OF CLAY COUNTY

Superintendent of Schools

Chairman

ATTEST:
YMCA of FLORIDA'S FIRST COAST, INC.

Penelope A. Zuber
Sr. VP and Chief Financial Officer