

**MEMORANDUM OF UNDERSTANDING BETWEEN  
ANSWERS RESOURCE FACILITY, INC.,  
AND  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

This Memorandum of Understanding is made and entered into on this \_\_\_\_ day of March, 2014, between ANSWERS RESOURCE FACILITY, INC., a Florida not-for-profit corporation (hereinafter referred to as "ANSWERS"), with its principal office located at 115 Commercial Circle, Keystone Heights, Florida, 32656, and the SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter referred to as "SCHOOL BOARD" or "DISTRICT"), with its principal office located at 900 Walnut Street, Green Cove Springs, Florida, 32043.

**WITNESSETH:**

WHEREAS, the community of Keystone Heights, Florida, has recently been emotionally shaken by two student suicides and other related events; and

WHEREAS, the parties to this Memorandum of Understanding are desirous of ensuring mental health counseling is available to the community during the period of "Spring Break" when the schools are closed; and

WHEREAS, the parties acknowledge that this Memorandum of Understanding contains a basic framework for the parties' agreement regarding the DISTRICT'S use of certain office space located in ANSWERS' facility;

NOW, THEREFORE, upon consideration of the foregoing, and parties agree as follows:

1. **TERM:** This agreement shall be in effect for a period of one (1) week, commencing March 24, 2014, and continuing through March 28, 2014.
2. **OFFICE SPACE:** The DISTRICT shall be entitled to access and exclusive use of office space located at 115 Commercial Circle, Keystone Heights, Florida, as designated on a daily basis by ANSWERS' staff. Each room shall contain furniture to accommodate seating for several adults. Any questions about which space to use or alternate space should be directed to ANSWERS' staff. In order to keep logistical problems and uncertainties to a minimum, ANSWERS will ensure that at least one (1) staff member will remain on site during the entire week of this agreement. This/these staff member(s) shall be the point of contact through which DISTRICT personnel communicate with ANSWERS. The determination of which space is available for use by the DISTRICT and any other question relating to the DISTRICT'S use of the ANSWERS facility is subject to the terms of this Memorandum of Understanding, solely within the discretion of ANSWERS.
3. **EXCLUSIVITY:** Any and all counseling services provided by the DISTRICT shall be provided solely by counselors authorized and approved by the DISTRICT. The

DISTRICT retains complete control over, and responsibility for, the counselors it provides, as well as the quality of counseling provided by such counselors.

4. **HOURS:** The DISTRICT may use the designated office spaces during normal business hours which are 9:30 a.m. to 4:30 p.m. Any other hours of usage will be for emergencies only and must be coordinated with ANSWERS' staff as soon as the need is known to have arisen.

5. **PERIPHERAL ITEMS:** DISTRICT personnel shall not be granted access to ANSWERS' phone lines or its internet connection. Should DISTRICT personnel require such access, the DISTRICT shall be responsible for setting up its own separate internet connection.

6. **MODIFICATION:** The SCHOOL BOARD agrees and acknowledges that DISTRICT personnel are not allowed to alter or modify, either structurally or cosmetically, the designated office that they are utilizing or any entry or waiting area.

7. **COST FOR USE OF FACILITIES:** This is not a lease. ANSWERS is not the landlord of the DISTRICT. There is no rent or lease payment due from the DISTRICT in exchange for its use of ANSWERS' space. Should the SCHOOL BOARD choose to make any donation to ANSWERS, such donation is purely voluntary.

8. **INSURANCE AND INDEMNIFICATION:** The SCHOOL BOARD hereby acknowledges and represents that it is a governmental corporate body and political subdivision of the State of Florida, and as such is self insured up to the limits of the waiver of sovereign immunity set forth in §768.28, *Florida Statutes*, which self insurance adequately covers the SCHOOL BOARD for any loss or injury which might occur on the premises as a result of the acts or omissions of SCHOOL BOARD employees or agents. The DISTRICT further represents and agrees that it will provide each recipient of the counseling services a copy of the notice attached hereto as Exhibit A.

Should any person or entity bring suit against ANSWERS or threaten to do so for any reason arising out of or relating to the activities of the DISTRICT, the SCHOOL BOARD, subject to the terms of the remainder of this section, hereby agrees to indemnify and hold ANSWERS harmless for any costs to defend against such actual or threatened suit as well as any judgment that may be obtained against ANSWERS. Nothing in this Indemnification agreement shall be construed or interpreted to increase the dollar limit of the SCHOOL BOARD'S liability beyond that which is set forth in §768.28(5), *Florida Statutes*, as the maximum liability per person or per occurrence, or to require SCHOOL BOARD to indemnify, hold harmless or defend ANSWERS or any other person, corporation or legal entity of any kind or nature for injury or loss resulting from any acts other than the negligent acts of SCHOOL BOARD'S agents or employees. SCHOOL BOARD shall not indemnify any party for attorneys' fees or costs other than those which are set forth by *Florida Statutes* as taxable costs of court.

All personal property brought into ANSWERS' offices, including the office designated for DISTRICT'S use, shall be at the risk of the DISTRICT and ANSWERS shall not be liable for any theft, damage or loss of such property.

9. **CONFIDENTIALITY:** ANSWERS hereby agrees and acknowledges that it will instruct its employees to maintain the confidence of any information relating to persons who may avail themselves of the DISTRICT'S counseling services.

10. **ENTIRE AGREEMENT:** This Memorandum of Understanding contains the entire agreement of the parties and no presentations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

11. **DISPUTES AND ATTORNEYS' FEES:** Should there arise any dispute relating to the operation or termination of this Memorandum of Understanding, ANSWERS and the SCHOOL BOARD shall submit the dispute to mediation and, if necessary, binding arbitration, such arbitration being conducted in accordance with the rules of the American Arbitration Association. If the dispute proceeds to arbitration, all parties shall be responsible for their own costs and attorneys' fees.

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

**ANSWERS RESOURCE FACILITY, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE SCHOOL BOARD OF CLAY COUNTY,  
FLORIDA**

By: CAROL STUDDARD  
Title: Chairman

**ATTESTED TO:**

\_\_\_\_\_  
By: CHARLIE VAN ZANT, JR.  
Title: Superintendent of Schools