

**AGREEMENT BETWEEN SCHOOL BOARD OF CLAY COUNTY
AND
CLAY BEHAVIORAL HEALTH CENTER, INC.,
FOR THE OPERATION OF A SUMMER CAMP AT
W.E. CHERRY ELEMENTARY SCHOOL**

This Agreement made and entered into in duplicate the ____ day of May, 2006, by and between the **SCHOOL BOARD OF CLAY COUNTY** (hereinafter referred to as the "**SCHOOL BOARD**") and **CLAY BEHAVIORAL HEALTH CENTER, INC., a non-profit organization** (hereinafter referred to as "**CLAY BEHAVIORAL**"),

WITNESSETH:

WHEREAS, **CLAY BEHAVIORAL** desires to provide a summer camp at **W.E. CHERRY ELEMENTARY SCHOOL** (hereinafter referred to as "**W.E. CHERRY**"), and

WHEREAS, the **SCHOOL BOARD** desires to assist **CLAY BEHAVIORAL** in such efforts by providing the necessary facilities.

For this and other valuable consideration, the **SCHOOL BOARD** and **CLAY BEHAVIORAL** agree as follows:

1. **CLAY BEHAVIORAL** shall employ all personnel necessary to be directly responsible for the camp program.

2. **CLAY BEHAVIORAL** shall be responsible to the principal of **W.E. CHERRY** or his/her designee on matters relating to the physical facilities, including its use, student conduct, and equipment and care.

3. **CLAY BEHAVIORAL** 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. **CLAY BEHAVIORAL** shall bear the cost of said screening.

4. **CLAY BEHAVIORAL** shall reimburse the **SCHOOL BOARD** for the following expenses:

- (a) The approved rental is the for the use of one portable classroom for eight (8) hours per day, four (4) days per week, Monday through Thursday, from June 26, 2006, through July 13, 2006, at a rental rate of Fifty Dollars (\$50.00) per day.
- (b) Any physical damage to **SCHOOL BOARD** facilities or property resulting from activities contemplated by this Agreement.

5. The term of this Agreement shall begin on June 26, 2006, and will terminate on July 14, 2006. This Agreement can be terminated with or without cause, by either party upon providing the other party five (5) days' written notice of said termination.

6. **CLAY BEHAVIORAL** will provide **SCHOOL BOARD** a certificate of insurance on a form reasonably satisfactory to **SCHOOL BOARD** showing **CLAY BEHAVIORAL** as primary insured and **SCHOOL BOARD OF CLAY COUNTY** as additional insured with respect to the program outlined in this Agreement.

7. **CLAY BEHAVIORAL** agrees to indemnify and hold harmless the **SCHOOL BOARD** against any loss, damage, expense or claim arising from the negligent acts of agents or employees of **CLAY BEHAVIORAL** in the performance of duties associated with this Agreement.

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

CAROL VALLENCOURT, Chairman
900 Walnut Street
Green Cove Springs, FL 32043

ATTEST:
CLAY BEHAVIORAL HEALTH CENTER, INC.

IRENE TOTO, Chief Executive Officer
3292 County Road 220
Middleburg, Florida 32068