

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BRIGHT MINDS YOUTH DEVELOPMENT, INC.
AND
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

This Memorandum of Understanding is by and between **BRIGHT MINDS YOUTH DEVELOPMENT OF JACKSONVILLE**, a Florida 501(c)(3) non-profit Corporation (hereinafter “BMYD”), and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a body corporate and a political subdivision of the State of Florida (hereinafter “SBCC”), for the purposes set forth below.

WHEREAS, BMYD desires to accommodate certain youth activities on the grounds and within the facilities owned by the SBCC (hereafter collectively “facilities”); and

WHEREAS, SBCC is allowing the use of facilities for such purposes at a reduced cost; and

WHEREAS, BMYD is proposing to conduct and operate a youth development summer camp to primarily benefit Clay County youth, which camp shall take place beginning on the first Monday after school ends for summer break and shall continue to operate through the last Friday before teachers return to school for pre-planning; and

WHEREAS, BMYD is seeking to utilize SBCC schools as the location for its youth development summer camp, with the specific locations for the summer camps being R.C. Bannerman Learning Center, 608 Mill Street, Green Cove Springs, Florida, 32043; Oakleaf Junior High School, 4085 Plantation Oaks Boulevard, Orange Park, Florida, 32065; Keystone Heights Junior/Senior High School, 900 Orchid Avenue, Keystone Heights, Florida, 32656; Orange Park Junior High, 1500 Gano Avenue, Orange Park, Florida, 32073, and such other schools as may be determined in the future by contract with the individual school principals; and

WHEREAS, a schedule of all BMYD information and proposed activities, including but not necessarily limited to mission statement, dates, times, youth age limitations, programs, guidance policy, food availability, fees and insurance information, is attached hereto as outlined in Exhibit “A,” and

WHEREAS, BMYD will be required to follow all rules, regulations and policies of SBCC, including the execution of the appropriate Use of Grounds and Facilities Agreements for each facility utilized; and

WHEREAS, each party hereto finds a public purpose is being served to the youth of Clay County by allowing BMYD program to proceed as set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the recitals above and mutual consideration set forth below, the parties agree as follows:

1. The SBCC will allow BMYD to operate its youth development summer camp in and upon the school campuses of R. C. Bannerman Learning Center; Oakleaf Junior High; Keystone Junior/Senior High, Orange Park Junior High, and any other school at which the principal of the school agrees and contracts to allow BMYD to operate said program in accordance with the terms set forth in Exhibit "A" and provided BMYD executes and fully complies with all agreements for use of the SBCC grounds and facilities.

2. The SBCC authorizes the principal of the above-named schools and any other school in the School District of Clay County operated by the SBCC to contract with BMYD for use of the school campus for the purpose of allowing the operation of the youth development program described herein.

3 BMYD agrees to pay to the SBCC the sum of Five Hundred Dollars (\$500.00) per school site for each school site utilized, which amount shall be full payment for the entire summer period, which period shall begin on the first Monday after school ends and shall continue through the last Friday before teachers return to the school for pre-planning. Payment shall be due and payable on the first day that the program begins.

4. This Memorandum of Understanding shall take effect on the date executed by the Chairman of the SBCC and shall continue in effect for a period of three (3) years from said date after which this Memorandum of Understanding may be continued by written agreement executed by the Chairman of the SBCC. The SBCC reserves the right to terminate this Memorandum of Understanding upon thirty (30) days' written notice to BMYD unless an earlier termination is justified by reason of BMYD's violation of any use agreement mentioned herein.

Executed by each party on the dates shown below.

BRIGHT MINDS YOUTH DEVELOPMENT, INC

DAVID BRIGHT, Chairman/Founder

Date: _____

APPROVED AS TO FORM:

Jamika Littles, Attorney for BMYD

Date: _____

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

_____, Chairman

Date: _____

APPROVED AS TO FORM:

J. Bruce Bickner, Attorney for SBCC

Date: _____