

AGREEMENT

THIS AGREEMENT is made and entered into by and between The School Board of St. Lucie County, hereinafter referred to as "Board", and YMCA OF THE TREASURE COAST FL hereinafter referred to as "Provider".

1. **PURPOSE** – The Provider agrees to make available and provide before and/or after school youth development programs within the facilities located on the campuses of the Program Sites for public school children, and the Board agrees to permit the Provider to make available and provide such services at the Program Sites, subject to the terms and conditions set forth in this Agreement including:
 - a. The Provider agrees to make available and provide youth development programs at program sites in accordance with the attached Schedule.
 - b. The Board agrees to provide access to and use of the Program Sites in accordance with the attached Schedule.
 - c. The Board agrees to permit the Provider to charge for youth development programs in accordance with the fee schedule also set forth in the attached Schedule.
 - d. The Provider agrees to provide any waiting list of potential clients to other program providers as identified by the Board once the Provider's programs reach capacity.
 - e. The Board shall not be responsible for any fee, charge or expense of any child receiving program services from the Provider at the Program sites. The Provider agrees to look solely and exclusively to the recipients of program services for any and all fees, charges or expenses incurred by or on behalf of such recipients and acknowledges that the Board does not assume and expressly disclaims any responsibility or liability for such fees, charges and expenses.
2. **AGREEMENT MANAGER** - The Agreement Manager for the Board is Kathleen McGinn, Assistant Superintendent for Strategic Planning and Central Services. The Agreement Manager for the Provider is Megan Voeller, Executive Director, YMCA of the Treasure Coast. The parties shall direct all matters arising in connection with the performance of this Agreement, other than notices, to the attention of the Agreement Managers for overall resolution, action, coordination, and oversight relating to the performance of this Agreement.
3. **TERM** – The term of this Agreement shall be the period of August 19th, 2013, through June 4th, 2014 unless renewed or extended in accordance with Paragraph 8 below, provided, however and notwithstanding any other provision, this Agreement may be terminated by either party with or without cause upon 30 days written notice.
4. **CONSIDERATION** – The parties agree that the consideration for this Agreement shall be, for the Board, the program services made available and provided by the Provider and for the Provider, the access and use of the Program Sites.
5. **PUBLIC RECORDS** - The Provider shall allow public access to all documents, papers, letters and other materials that are subject to the provisions of Ch. 119, Fla. Stat. and made or received by the Board in conjunction with this Agreement.
6. **PROVIDER RESPONSIBILITY** - The Provider is an independent contractor and is not an employee or agent of the Board. Nothing in this Agreement shall be interpreted to establish any relationship

other than that of an independent contractor between the Board, on the one hand and the Provider and its employees, agents, or subcontractors on the other, during or after the performance of this Agreement. The Provider shall take the whole responsibility and shall bear all losses resulting to it on account of errors or omissions. The Provider shall comply with all applicable provisions or safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and agencies exercising regulatory authority over it. The Provider assumes all risk loss, damage and destruction to all of its materials, tools, appliances, property, of every description, and that of its respective employees or agents or subcontractors and each of their respective employees or agents, and injury to or death of its employees or agents, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses arising out of or in connection with the performances of this Agreement. The Provider agrees forever to save and keep harmless and fully indemnify the Board, its officers, employees and agents of and from all losses, liabilities, damages, claims, actions, legal proceedings, settlements, judgments, recoveries, costs and expenses because of loss of or damage to property or injury to or deaths of persons in any way arising out of or in connection with the performance of this Agreement and attributable to the negligence or other wrongful conduct of the Provider or its employees, agents or subcontractors.

7. INSURANCE –The Provider shall maintain insurance, through the term of this Agreement, as follows:

(a) Commercial General Liability Insurance, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage - any 1 fire	\$100,000
Medical expense - any 1 person	\$10,000

(b) Business Automobile Liability for any auto (all owned, hired, and non-owned autos) with a combined single limit of not less than \$1,000,000. In the event Provider does not own any automobiles, the Board will accept proof of hired and non-owned Auto Liability only.

(c) Worker's Compensation Insurance with limits equal to Florida statutory requirements, or a certificate of exemption from such requirement. Employer's Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.

(d) Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate.

(e) Certificates of all insurance shall be provided to and approved by the Contract Manager for the Board prior to the term of this Agreement commencing as provided in paragraph 3 above. The Board shall be listed as an Additional Insured under both the General Liability and Auto Liability Insurance Policies. The policies must be specifically endorsed to grant the District the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement

must be attached to the certificate of insurance. A waiver of subrogation shall be provided under the General Liability, Auto Liability, and Worker's Compensation Insurance Policies. Coverage applies on a primary basis

8. **RENEWAL OR EXTENSION** – This Agreement may be renewed or extended upon written agreement of the parties.
9. **NONDISCRIMINATION** – The Provider covenants and agrees that it shall not discriminate against any employee or applicants for employment to be employed in the performance of this Agreement with respect to the hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, or disability (except where based on a bona fide occupational qualification) or because of marital status, race, color, religion, national origin or ancestry.
10. **AUDIT** – The Provider agrees that until the expiration of three years after the expenditure of funds under this Agreement, the Board and any of its duly authorized representatives shall have access to and the right to examine any and all directly pertinent books, documents, papers and records for the Provider involving transactions related to this Agreement. All required records shall be maintained until audit is completed and all questions arising from such audit are resolved or until three years after completion of all work under this Agreement.
11. **PROGRAM MONITORING** – Both parties agree to a biannual review of youth development program services at all Program Sites managed by the Provider.
12. **VERIFICATION OF EMPLOYMENT STATUS** – The Provider agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.
13. **ASSIGNMENT** - The Provider shall not assign this Agreement to any other person or firm without first obtaining the Board's written approval.
14. **ATTORNEY'S FEES AND COSTS** - In the event either party defaults in the performance of any of the terms, covenants, and conditions of this Agreement, the defaulting party agrees to apply all damages and costs incurred by the other party, including reasonable attorney's fees.
15. **NOTICES** - All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, and addressed as follows:

If to the Board:

Dr. Kathleen McGinn
Assistant Superintendent, Strategic Planning and Central Services
2404 Okeechobee Boulevard
Fort Pierce, FL 34950

If to the Provider:

Megan Voeller
Program Director
YMCA of the Treasure Coast
1700 SE Monterey Road
Stuart, FL 34996

- 16. **INDULGENCE NOT WAIVER** – The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement.
- 17. **ENTIRE AGREEMENT** - This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements by the parties. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties.
- 18. **INTERPRETATION; VENUE** - This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County Florida, for claims under state law and in the Southern District of Florida for claims justifiable under federal law.

This Agreement shall be effective as of August 19, 2013, or the date the agreement is fully executed, whichever is later, and will extend through June 4, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

SCHOOL BOARD OF ST. LUCIE COUNTY

YMCA OF THE TREASURE COAST

Signed by: _____

Signed by: Megan Voeller

Name: _____

Name: Megan Voeller

Title: Chairman

Title: Program Director

Date: _____

Date: 7/17/13

SCHEDULE

QUALIFICATIONS

The Provider represents and warrants to the Board at all times this Agreement is in effect it shall:

1. Be responsible for complete management of the Program Sites facility (i.e. employees, tuition, maintenance, training, medical records, etc.)
2. Require that all employees providing services at Program Sites are properly certified and screened by criminal history background check as applicable to Board personnel and comply with the Jessica Lunsford Act, 1012.465 F.S.
3. Provide all requisite supplies, paper goods, and other items required to operate the facility except as excluded below.
4. Follow all policies and procedures applicable to the campuses for the schools that are Program Sites (e.g. fire drills)
5. Be responsible for cleaning the program area and maintaining orderly and hygienic conditions at all times.
6. If a Private Provider, be licensed by the State of Florida to operate a Childcare Facility and provide proof of licensure to the Board.

LOCATIONS

The Program will serve the following schools:

<i>School</i>	<i>Principal Contact</i>
F.K. Sweet Elementary	Juanita Wright
Village Green Elementary	Aretha Vernette

The program location within each school will be the cafeteria and such other locations as may be approved by the school Principal and should include space for storage of Provider program supplies. Except in cases of emergency, the Provider will be given a minimum of five (5) days advance notice by the school Principal when a school event requires the temporary relocation of the program to another location within the school. If students from two schools are served in one program location transportation may be provided by the Board within the normally scheduled and established transportation routes.

CAPACITY

The Provider will comply with minimum State ratio of 1 adult supervisor to 25 children.

HOURS OF ACCESS

The Provider shall have access to the Program Sites for after school programs from the time of school dismissal until 6:00 p.m. If the school start time allows for a before school program, the Provider will have access to the Program site between 6:45 a.m. until the start of the school day. On teacher workdays the Provider shall have access to the Program Sites from 7:30 a.m. until 5:30 p.m.

HOURS OF OPERATION

The Provider will open and operate the Program Sites in accordance with the school calendar adopted by the Board, on all instructional (school) days from the time of school dismissal until 6:00 p.m. If a before school program is offered the program will start at 7:00 a.m. until the start of the school day begins. On teacher work days the Provider will open and operate Program Sites from 7:30 a.m. until 5:30 p.m.

EXCLUSIONS

The Board will afford all Providers the use of Program Sites and will provide all utilities with the exception of telephone service. The hours of A/C run time will be adjusted at the sites consistent with the school's schedule of seasonal demand schedule for electrical use. A facilities use fee developed specifically for Aftercare programs of \$1600 will be charged to Providers for use of identified facilities for normally operating school days during the 2012 – 2013 school year. Payment will be made in two installments; A payment of \$800 due to the Board by January 13, 2013 and a payment of \$800 due to the Board by June 15, 2013.

ELIGIBILITY

All public school children, ages 5 – 12 and enrolled in a St. Lucie County Elementary or Kindergarten through Grade 8 school are eligible to participate in the program.

VISITATION

Only employees of the facility, parents of the attending children, and approved visitors will be allowed in the Program sites.

FEE SCHEDULE

The Provider shall charge for programs provided at the Program Sites within a range of \$29 - \$60 per week for before or after care program participation per child. The Provider will provide the Board with the current rate schedule charged for program participation by August 31, 2013.