

**2022 MASTER AGREEMENT BETWEEN
THE HERNANDO COUNTY SCHOOL BOARD AND
BOYS & GIRLS CLUB OF HERNANDO COUNTY**

This Agreement, made and entered into June 14, 2022, by and between the Hernando County School Board, Brooksville, FL, herein referred to as the "Board" and the Boys & Girls Club of Hernando County, Inc., whose address is 5425 Commercial Way, Spring Hill, FL, 34606, herein referred to as the "Boys & Girls Club".

WITNESSETH

WHEREAS, the Boys & Girls Club is a Florida not-for-profit organization which makes programing available to youth which can be a resource to parents and students of the Hernando County School District for periods of time for before and after school, as well as certain school vacation or holiday periods; and

WHEREAS, the Board and the Boys & Girls Club recognize that quality children's programs are a critical societal need; and

WHEREAS, the Board and the Boys & Girls Club recognize that location of same is a primary concern of working parents; and

WHEREAS, the Board and the Boys & Girls Club recognize that secure, supervised, constructive learning and play are needed during times that children are away from their parents and/or schools; and

WHEREAS, the Boys & Girls Club will provide children's programs for infant, pre-kindergarten, elementary and middle school students and students with disabilities at various locations throughout the county which programming is consistent with the educational mission of the Hernando County School Board; and

WHEREAS, the Board is committed to providing the Boys & Girls Club use of Board-owned facilities to house such programs.

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

1. Under this agreement, the Board will provide the Boys & Girls Club with access to school Board facilities for its use in conducting Boys & Girls Club children's programs. Providing reasonable & necessary accommodations for participants to access and utilize the program shall be the responsibly of the Boys & Girls Club. The parties acknowledge that the exact facilities used from year to year and program to program may vary depending on the Boys & Girls Club's needs and the Board's requirements for maintenance and its other obligations for educational programs. The Boys & Girls Club shall provide the Board with a list of those facilities it desires to use for the following school year (or summer term, whatever the case may be) at least one hundred and twenty days (120) before the start of each school year and summer term. The Board shall thereafter notify the Boys & Girls Club of the facilities it will make available, in writing, within thirty (30) days after receipt of their request. If the Board is unable to grant all of the Boys & Girls Club's request, it will make other facilities available as it is able. In the event the Board is unable to make other facilities available, the Board will

notify the Boys & Girls Club of same within thirty (30) days after notifying the Boys & Girls Club of not being able to grant the Boys & Girls Club's complete use of facilities request.

Storage space for equipment and supplies will be made available when possible. If sufficient space is unavailable, the Principal will be consulted to develop a solution.

The Principal will provide alternate space when district or school needs require that the Boys & Girls Club program space be temporarily unavailable.

2. CUSTODIAL SERVICES: The Board will provide custodial services for those facilities being used by the Boys & Girls Club pursuant to this Agreement. The Boys & Girls Club will reimburse the Board for the costs of any custodial services rendered as a result of the Boys & Girls Club's programs beyond the normal work day or schedule. The Boys & Girls Club will be responsible for keeping all areas of use neat, in addition to routine cleanup of spills and messy projects. The Boys & Girls Club should return all areas used to the condition such areas were in prior to Boys & Girls Club's usage. Custodial staff will clean areas used by the Boys & Girls Club after 6 PM, except where such programs end earlier. The district's fee schedule for use of facilities is included as "Exhibit B". In the event the District's fees set forth in Exhibit B change during the term, or any renewal term, of this Agreement, the Board will provide not less than (60) days notice of the change in fees to the Boys & Girls Club.

3. CAFETERIA MANAGER: Cafeteria managers in the schools will provide a specific place in a "reach in" refrigerator where snacks can be stored for the childcare snack program. Periodically, special storage requests may need to be addressed with the cafeteria manager so that storage arrangements can be made.

4. STAFF TRAINING: The Boys & Girls Club staff may participate in the Board's staff development programs provided there is space in programs. Board employees have first priority for these programs. The Boys & Girls Club will in turn permit participation by the Board's staff in Boys & Girls Club's training programs depending on space availability.

s. INSPECTION OF PREMISES/EVALUATION OF PROGRAM: The Boys & Girls Club will inspect and continually monitor each school site to determine that the premises are safe, sanitary and usable. If it is determined that the site is not safe, sanitary or in an otherwise usable condition, the Boys & Girls Club shall immediately notify the Principal of its concerns. In addition, the Boys & Girls Club will suspend its operations without any penalty to the Board and allow the district the opportunity to correct noted deficiencies. All school facilities and equipment used by the Boys & Girls Club must be returned in as good a condition as existed prior to use by the Boys & Girls Club, normal and ordinary wear and tear excepted.

Additionally, the Boys and Girls Club will provide updates to the Board. The Board staff may provide guidance and recommendations.

6. PAYMENT FOR DAMAGES OR LOSS: The Boys & Girls Club hereby agrees that in the event of loss or damages to the Board's equipment, materials or facilities due to the Boys & Girls Club's use, the Boys & Girls Club will repair said damage or will replace the damaged item with a like kind item, if available. In the event said like-kind item is not available, the Boys & Girls Club will provide the Board without expense to the Board an item of equal quality to replace that which was damaged or lost. All payment or replacement arrangements are subject to approval by the Board.

7. LICENSING: The Boys & Girls Club will meet all licensing requirements of the Department of Children and Families (DCF) and any other licensing agency for its programs. Should any applicable agency suspend and/or revoke any license, the Boys & Girls Club shall immediately notify the Board of same and immediately cease operations until the license is reinstated and/or this agreement is otherwise terminated.

a. SITE DIRECTOR: The Boys & Girls Club will provide a site director who will be responsible for overall supervision and management of the total operation of the program at each designated site. The Site Director or designated assistant will serve as the liaison between the program staff and the school's staff and will be on site during the hours of operation of the program.

9. MATERIALS: The Boys & Girls Club will provide all consumable program materials and portable equipment. Students will be grouped by age or development needs to insure a safe and supervised learning experience.

10. OPERATING HOURS: The Boys & Girls Club will establish operating hours in accordance with the opening and closing of each individual program site beginning at 6:30 a.m. and ending at 6 p.m.

11. COORDINATION: The Boys & Girls Club will coordinate the use of all school facilities and equipment with the school principal's designee.

12. TELEPHONE AND INTERNET ACCESS: The Board will make a telephone extension available at each site for use by the Boys & Girls Club. The extension will not have long distance services capability. In addition, the Board will provide the Boys & Girls Club with internet access at the sites. The Boys & Girls Club agrees to be bound by the Board's policies on acceptable use of the internet, including School Board Policy 7542. All policies will be made available to the Boys & Girls Club via the District's website. If it is determined by the Board that the Boys & Girls Club has violated any such acceptable use policies, internet access may be immediately terminated at the sites where violations occurred.

13. SNACKS: The Board will provide the Boys & Girls Club with snacks that meet the minimum meal pattern requirements for the program as to components and portion sizes.

Snack Rate: The Board will provide snacks to the Boys & Girls Club at a rate established by the District's Food & Nutrition Department.

***The Board will claim reimbursement from State of Florida/or the snacks at area eligible schools and will be entitled to all reimbursements*

Snack rates may be adjusted from year to year. The snack programs are subject to termination if the Boys & Girls Club is unable to agree to any rate increases, provided that during the term, or any renewal term, of this Agreement the Board notifies the Boys & Girls Club of any rate change not less than sixty (60) days in advance of terminating snack programs.

Meal Reports: The Board's Food and Nutrition Services Department will maintain full and accurate records specifying menu records and identifying the amount of food prepared. The Board will provide snack reports to the Boys & Girls Club promptly at the end of each month. The Board will retain such records for a period of three (3) years from the date of the receipt of final payment under this Agreement (or longer, if the Board has been notified of an audit in progress). Upon request, the Board will make all accounts and records pertaining to the program available to representatives of the United States Department of Agriculture and General Accounting Office for audit or administrative review at a reasonable time and place.

Invoices: The Board's Food and Nutrition Services Department will send as invoice to the Boys & Girls Club each month setting forth the amounts payable to the Board for snacks. The Boys & Girls Club will pay the Board the invoiced amount within ninety (90) days of receipt of the invoice. The Board's records and the Boys & Girls Club program participation shall be open to inspection and audit by the Boys & Girls Club and its designees upon reasonable advance notice.

Audits: With regards to any inspection or audit of records pursuant to this Agreement, each party agrees that the other party and its designee(s) shall have full access to inspect and copy and records reasonably necessary for the conduct of such inspection or audit. Such inspection shall be conducted at the place where such records are usually kept and during normal business hours. The parties agree that all records maintained concerning the duties, responsibilities and obligations imposed under this Agreement shall be kept in Hernando County, FL. Each party agrees to provide a reasonably sufficient workspace for the use of inspecting or auditing party's personnel during such inspection or audit.

Each Party agrees to cooperate with the inspecting or auditing party and its designee(s) during the course of the inspection or audit. The costs of any such inspection or audit shall be borne by the party requesting the inspection or audit.

14. TERMS OF AGREEMENT: This Agreement will be for a *period of three (3) years through June 2025*. This Agreement may be renewed for additional annual terms upon mutual agreement of the parties. This language will not prevent the parties from terminating services at a specific location as provided for in Paragraph 18, Termination of Agreement. Exhibit "A" will be updated, as needed, and as agreed upon by the Boys & Girls Club and the Superintendent or designee to add or delete schools associated with said programs.

15. SOVEREIGN IMMUNITY: Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of Board under §768.28, Fla. Stats. Under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between Boys & Girls Club and the Board and/or agency thereof None of the

personnel under contract to, employed by or volunteering for the Board shall be deemed in any way to have any contractual relationship with Boys & Girls Club. The Board shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder. Boys & Girls Club shall be and act as an independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the Board and Boys & Girls Club. None of the personnel under contract to, employed by or volunteering for Boys & Girls Club shall be deemed in any way to have any contractual relationship with the Board and/or agency thereof. Boys & Girls Club shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

16. HOLD HARMLESS: In consideration of the use of the premises and other good and valuable consideration, the Boys & Girls Club agrees to indemnify, save and hold harmless the Board, its agents, employees and representatives, and to accept all liability arising out of or resulting from any accident, illness, sickness and personal injuries including death, occurring to persons (other than employees of the Board while they are acting in their capacity as employees, on or off school premises) and property damage to school premises (building and contents) and to property of others during the time of rental, except when such accident, illness, sickness, damage, personal injury or death is caused by the negligence or fault of the Board or its agents or employees. The Boys & Girls Club agrees to reimburse the Board for any expense the Board may incur in defending any such claim that may result from the Boys & Girls Club use of the facilities, including attorney's fees, costs and payment of any settlement or judgment. The Boys & Girls Club agrees further not to incur any debts which may be requested to be borne by the Board. The Boys & Girls Club agrees to indemnify, defend and hold harmless the Board, its current, former and future Board members, employees, volunteers and agents from and against any and all causes of actions, claims, personal injury claims, costs, fees and expenses of any kind arising out of or relating to the services/goods provided or work performed under this Agreement, or any renewal of this Agreement, by the Boys & Girls Club, its employees, agents, representatives, independent contractors, or assigns including, but not limited to, claims for personal injury, damage to property, including the loss of use thereof, and worker's compensation claims made by Boys & Girls Club employees, agents, representatives, or assigns, except when such causes of action or claims is caused by or is the fault of the Board, its members, employees, volunteers or agents.

Neither party hereto shall be liable or responsible for damages, or in any manner whatsoever to the other party, for failure or delay in performing or fulfilling any provision of this Agreement when such failure or delay is due to fire, strikes, war, civil commotion, labor or employment difficulties, acts of God, acts of public authorities or delays defaults caused by public carriers or for any other actions or causes whatsoever, similar or dissimilar, which cannot reasonably be forecast or provided against and which cannot be overcome by due diligence. In such event, the time for performance shall be extended for the period of continuance of such force majeure condition, provided, however, that the party

raising such cause shall (i) promptly, after having knowledge of the commencement thereof, notify the other party in writing of the nature of such cause and the expected delay, (ii) continue to keep the other party informed as to the conditions, (iii) take all reasonable steps to eliminate such causes of the delay and (iv) shall continue performance hereunder with the utmost dispatch whenever such reason or cause is removed. In the event any such cause(s) shall continue for a period of six (6) months, the parties hereto shall mutually discuss the matter and the course of action to be taken. The Boys & Girls Club shall not be obligated to pay any fees pursuant to this Agreement in the event that approved space becomes unavailable as a result of such force majeure. Nothing contained herein shall be construed as a waiver of the Board's right to sovereign immunity or limitations of liability as set forth in F.S. § 768.28.

To the fullest extent permitted by law, the Boys & Girls Club and the Board hereby waive all claims against each other and any agents, and employees, each of the other, as to claims and damages to the extent covered by available insurance. Each party shall use best efforts to cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against the other party. Notwithstanding the foregoing, no such release shall be effective unless and to the extent the aforesaid insurance policy or policies shall expressly permit such a release or contain a waiver of the carrier's right to be subrogated.

17. PROOF OF INSURANCE/REQUIRED LIMITS OF LIABILITY: The Boys & Girls Club will annually furnish to the Board's Risk Management Department a Certificate of Insurance that evidences a broad form commercial general liability policy and liability policy regarding use of school buses as contemplated herein with agreed upon policy limits (see Exhibit C). The Board will be named on the certificate as the certificate holder and as the additional insured.

18. TERMINATION OF AGREEMENT: The Agreement will remain in effect for the dates as specified in Section 14 of the Agreement unless terminated by either party as follows:

a. Upon breach of the Agreement by a party, the other party shall give written notice of termination of the Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within thirty (30) days from receipt of said notice, then the Agreement shall terminate sixty (60) days from receipt of the written notice.

b. Either party may terminate the Agreement without cause by giving written notice to the other party that the agreement will terminate one hundred and twenty (120) days from the receipt of said notice by the other party.

c. Upon the mutual agreement of the Parties.

d. If either party desires to terminate the implementation of the program at a specific school site, it must provide written notice at least thirty (30) days prior to the start of the school years or at least thirty (30) days prior to the end of the first semester in order to provide appropriate notice to stakeholders.

19. ADDITIONAL PROVISIONS:

a. The Boys & Girls Club will not negotiate directly with site administrators. Both parties agree and understand that the site administrator is not authorized to bind the Board or the District to any terms beyond what is outlined in the original contract.

b. Unless otherwise agreed upon by the Boys & Girls Club and the Superintendent or designee, consistent with Board Policy #7230 regarding acceptance of donations and excluding any payment or replacement arrangements pursuant to Paragraph 6. The Boys & Girls Club has the ability to provide monetary, equipment, additional services or donations to the school sites or district. Discounts may be offered to employees who have their children enrolled in programs.

20. ATTORNEY FEES: In the event litigation is necessary to enforce any of the terms or conditions of the Agreement, each party shall be responsible for their own attorney's fees and costs.

21. LAW OF AGREEMENT (VENUE): The Parties acknowledge that this Agreement is consummated in Hernando County, Florida. The Parties agree that the laws of the State of Florida shall govern and dispute from or related to this agreement. The parties further agree that entry into this Agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely and exclusively in the state courts of competent jurisdiction in and for Hernando County, Florida. Litigation in federal court is precluded by agreement of the parties hereto.

22. BACKGROUND SCREENING: All Boys & Girls Club staff, contractors, agents, officers, employees, or any other persons designated or otherwise employed by it who is working at or visits a school site shall undergo a criminal background screening conducted by the Board and/or consistent with Board policy. The cost of the screening shall be borne by the Boys & Girls Club. As permitted and authorized by Fla. Stat. §435.10, the Board shall provide the Boys & Girls Club with copies of any and all results from criminal background screenings within sixty (60) days of completion; provided that, the Boys & Girls Club shall first provide the Board with an authorization for release of records signed by the individual subject to the criminal background screen(s).

23. NO THIRD PARTY BENEFICIARIES: The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree there are not third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

24. ENTIRE AGREEMENT: This document incorporates and includes all prior, negotiations, correspondence, conversations, agreements and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

25. PREPARATION OF AGREEMENT: The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

26. WAIVER: The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the information of this Agreement and, therefore, is a material term thereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

27. COMPLIANCE WITH LAW: Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations to this Agreement.

28. SEVERABILITY: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the validity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

29. CAPTIONS: The captions, sections numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

30. AUTHORITY: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

31. NOTICES: All written notices to the Boys & Club and the Board concerning the Agreement will be sufficient if sent by the parties in the United States mail, postage paid to the addresses below:

FOR BOARD

John Stratton
Superintendent
Hernando County School District
919 N. Broad Street
Brooksville, FL 34601

FOR BOYS & GIRLS CLUB

Nicole Andrews
President, Chief Executive Officer
5425 Commercial Way
Spring Hill, FL 34606

[Illegible signature]

EXHIBIT A

LIST OF FACILITIES ASSIGNED TO BOYS & GIRLS CLUB

BROOKSVILLE ELEMENTARY

Programs:

Pre-Kindergarten, VPK, Before/After School, Summer Program,
Winter/Spring Break, Professional Days

Facilities:

Portable 220, F11O & L44, Cafeteria & Outdoor Courts, Playground
and Field

Participants:

Pre-K, VPK: 25
Before/After School: 50

EASTSIDE ELEMENTARY

Programs:

Pre-Kindergarten, VPK, Before/After School

Facilities:

Portable 164 A & B, Classroom 505, Preschool Playground, Cafeteria,
Outdoor Courts & School-age Playground

Participants:

Pre-K, VPK: 30
Before/After School: 50

JD FLOYD ELEMENTARY

Programs:

Pre-Kindergarten, VPK, Before/After School

Facilities:

Classrooms P117, 13-007, P218 A & B, P183 A&B,
345,320 & Cafeteria, Courts and Playground

Participants:

Pre-K, VPK: 50
Before/After School: 100

MOTON ELEMENTARY

Programs:

Pre-Kindergarten, VPK, Before/After School, Summer Program,
Winter/Spring Break, Professional Days

Facilities:

Classrooms 610, Portables 102, 177N, 177S, (Summer only),
Cafeteria & Outdoor Courts, Playground

Participants:

Pre-K, VPK: 15
Before/After School: 50

SPRING HILL ELEMENTARY

Programs:

Facilities:

Participants:

Pre-Kindergarten, VPK, Before/After School

Classrooms P124 A&B, Cafeteria,
Playgrounds**Pre-K, VPK: 25**

Before/After School: 100

BE GREAT SUNCOAST

Programs:

Facilities:

Participants:

Before/After School Classrooms

204 & 214 Before/After School:

Up to 80

WESTSIDE ELEMENTARY

Programs:

Facilities:

Participants:

Pre-Kindergarten, VPK, Before/After School, Summer Program,
Winter/Spring Break, Professional DaysClassrooms L911, P172, Pavilion
Playground/Field. Summer: 447, 407, 412Pre-K, VPK: 50
Before/After School: 100
Summer: 150**WINDING WATERS K-8**

Programs:

Facilities:

Participants:

Before/After School, Summer Program**Cafeteria, Outdoor Courts, Playground****100****Nature Coast Technical High School**

Program:

Facilities:

Participants:

Preschool**Classroom 20, Building 5, Preschool Playground****10****WEST HERNANDO MIDDLE SCHOOL**

Programs:

Facilities:

Participants:

Before/After School

Classroom P904, P905, P906, P907, Cafeteria, Outdoor Courts &
Fields

30

EXHIBIT B
USE OF FACILITIES FEE SCHEDULE

NORMAL SCHOOL SESSION

USE OF FACILITIES: There will be No Charge for use of facilities during the normal school session.

CUSTODIAL SERVICES: Boys & Girls Club will be obligated to pay for Two (2) Hours per day at \$30.00/hr. These services will be scheduled between the Boys & Girls Club and the Principal of the school site and will be outside the normal working hours of the custodian.

UTILITIES: There will be No Charge for use of Utilities during this period.

FEE SCHEDULE: SUMMER, WINTER BREAK AND SPRING BREAK

ROOM FEE				<u>Rate per Day</u>
	Regular classroom	(Small)	with lights	\$20.00
	Media	(Medium)	with lights	\$30.00
	Multi-purpose	(Med.-Large)	with lights	\$45.00
	Cafeteria	(Large)	with lights	\$110.00
	Gymnasium		without lights - add \$25 per hour for lights	\$200.00
	Sports Field		(day use without lights)	\$250.00
			(night use with lights)	\$550.00
	Outdoor Courts		without lights - add \$25 hour for lights	\$40.00

Custodial Fees (Hourly fee) \$30.00

Custodial fees shall be rendered at no charge if the use of the facility occurs during hours normally covered by school custodians and if the event or activity does not create any additional need for custodial services. The Principal will determine custodial hours required.

Utility Fees (Hourly fee) \$25.00

Utility fees shall be charged when the use of facility occurs outside normal school operating hours or if the room fee does not already include utilities.

Custodial Products & Materials

The following rates will be charged one per year to cover purchasing custodial products and materials, based on use of school cafeteria and (2) classroom spaces

0-39	\$400
40 Occupants	\$700
41-70 Occupants	\$1,050
71-100 Occupants	\$1,400

EXHIBIT C
INSURANCE REQUIREMENTS FOR VENDOR(S)

1. Throughout the duration of this Agreement, and from the time that work first commences until completion of the work under this Agreement, Boys & Girls Club, its agents and subcontractors shall purchase and maintain such insurance as will protect it from and the Board (Hernando County School District, its current, former and future Board members, employees, volunteers and agents) from claims set forth below which may arise out of or result from this Agreement, or any renewal of this Agreement, by itself or by a sub-contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them are liable.
2. Certificates of Insurance acceptable to the Board shall be filed with the Owner prior to commencement of the work under this Agreement, or any renewal of this Agreement. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or materially changed unless at least **thirty (30) days** written notice has been given to the Board.
3. The Boys & Girls Club shall procure and maintain at its own expense, during the term of this Agreement, or any renewal of this Agreement, insurance as hereinafter specified:
 - a. Commercial General Liability-with limits of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate
 - b. Commercial Automobile Liability - with limits of liability of not less than \$1,000,000.00 combined single limit each accident.
 - c. Worker's Compensation - Statutory limits, as required by Florida Statutes, Chapter 440, as well as Employer's Liability at \$1,000,000.00 per occurrence.
 - d. Professional Liability (when applicable)-with limits of liability of not less than \$1,000,000.00 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured.
4. The commercial automobile liability and commercial general liability coverage shall be written on an "occurrence" basis.
5. The commercial automobile liability coverage shall include coverage for owned, non-owned, and hired vehicles.
6. Coverage shall be placed with carriers who maintain an A.M. Best rating of at least A- or better with a financial rating of VII or better and who are authorized and licensed to do business in the state of Florida.
7. Professional Liability Insurance is to be maintained for the life of the contract/agreement, plus two years after completion.

8. Property Damage -with limits of liability of not less than \$1,000,000.00 per person; and \$2,000,000.00 per occurrence.

9. The Hernando County School District, its current, former and future Board members, employees, volunteers and agents shall be named as both an "Additional Insured" and "Certificate Holder" on all insurance policies by the vendor's, its agents' and subcontractors' policies. The additional insured coverage shall be primary and non-contributory, irrespective of any other insurance or self-insurance programs carried by the Hernando County School District.

10. If Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract/Agreement, the same shall be deemed a material breach of contract. The Hernando County School District, at its sole option, may terminate this contract/agreement and obtain damages from Vendor resulting from said breach.

Prior to the start of any work/services to be performed and upon request, Vendor, its agents and subcontractors shall provide the Hernando County School District with an insurance certificate evidencing their worker's compensation, commercial automobile liability, commercial general liability and professional liability coverage. In addition to the certificate of insurance required hereunder, the Vendor shall also provide copies of written endorsements that name the Hernando County School District, its current, former and future Board members, employees, volunteers and agents as additional insured.

Approved as to Form

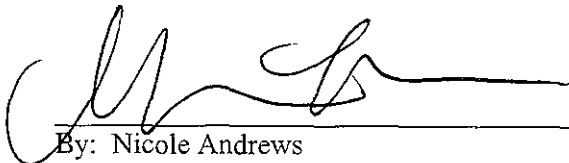
Hernando County School Board:

Nancy McClain Alfonso

General Counsel, HCSB

By: Gus Guadagnino, Board Chair Date: _____

Boys & Girls Club


By: Nicole Andrews

Date: 5/25/2022

Title: President, Chief Executive Officer