

INTERAGENCY AGREEMENT

**Sarasota Family YMCA, Inc.
One S. School Avenue, Suite 301
Sarasota, FL 34237
(941) 951-2916**

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**The School Board of Sarasota County, Florida
1960 Landings Blvd.
Sarasota, FL 34231
(941) 927-9000**

This Agreement is entered into this _____ day of _____, 2010, by and between Sarasota Family YMCA, Inc. (“YMCA”) and The School Board of Sarasota County, Florida (“The Board”).

Purpose: One-to-One mentoring for at-risk students in Sarasota County Schools

YMCA agrees to:

1. Screen every YMCA applicant. This assessment includes Orientation, In-depth Interview, Reference Checks, Police Background Checks and Fingerprinting.
2. Provide volunteer training for each accepted YMCA volunteer.
3. Assure that all volunteers, employees or agents who will be present on school grounds will be fingerprinted and have their backgrounds checked as provided by Florida law. YMCA will furnish the results of all background checks to The Board before any of its volunteers, employees or agents will be permitted on school grounds while students are present. YMCA will further immediately furnish to The Board any notifications of arrests it receives with respect to volunteers, employees or agents who are present on school grounds. YMCA will bear the cost of the fingerprinting/background checks. The Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by The Board pursuant to Florida law. Like other visitors to school grounds, YMCA volunteers, employees or agents will also be subject to RAPTOR screening on school campuses.
4. Hold harmless, indemnify, and defend The Board, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from The Board, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity on the part of the Board or to affect, limit, or reduce the protection afforded the Board under Florida law.

5. Provide a minimum of \$500,000 comprehensive general liability insurance naming The Board as an additional insured. As evidence of such insurance coverage, YMCA shall furnish The Board with a Certificate of Insurance prior to commencing services under this Agreement.

The Board agrees to:

1. Upon securing appropriate parental consent, refer to YMCA students who have an identified need for a mentor.
2. Procure the permission of the student's parent for participation in the YMCA program.
3. Assist in scheduling of the mentored student's time.
4. Upon securing appropriate parental consent, provide YMCA the student's grade and behavior feedback for measuring outcomes.
5. Provide space for mentors and students to meet.
6. Provide an area for training volunteer mentors.

Both parties agree to:

1. There will be no cost to The Board for YMCA providing services hereunder.
2. That YMCA is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
3. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
4. Any additions, changes, deletions or modifications to this Agreement must be agreed upon in writing by both parties.

5. This Agreement shall commence September 21, 2010 and terminate June 30, 2011. Either party may terminate this Agreement at any time without cause by giving thirty days notice to the other party.

Signed: _____

Shirley Brown, Chair
The School Board of Sarasota County, Florida

Date: _____

Approved for Legal Content
September 8, 2010, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

Signed: _____

Paul Smith, President and CEO
Sarasota Family YMCA, Inc.

Date: _____