

AREA Auxiliary Services

AGENDA ITEM(S) YMCA Addendum to License Agreement

CONTACT PERSON(S) Lynn H. Smith

Agenda Report

The current license agreement (July 1, 2008 – June 30, 2010) between the Lee County Board of Education and The YMCA of the Triangle Area, Inc. provides an option for the YMCA to combine programs and locations if less than 50 children enroll at a specific site. The YMCA requests amending the current contract as follows:

- Bus Greenwood After School children to Tramway After School (YMCA handles bussing)
- Bus Edwards After School children to Tramway After School (YMCA handles bussing)
- Cancel Early Arrival Programs at Tramway
- Add After School program at East Lee Middle School
- Add rent payment for East Lee Middle School at \$330 per month
- Add appropriate custodial services for East Lee Middle School
- Increase rent payments for Tramway to \$440 per month
- Increase hours paid for custodial services by one (1) hour each for Tramway

The Facilities and Technology Committee recommend the amended license agreement be approved.

Suggested Motion - For Board Approval.

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LICENSE AGREEMENT

THIS AGREEMENT made, effective as of July 1, 2008, by and between the Lee County Board of Education, hereinafter referred to as Licensor, and the YMCA of the Triangle Area, Inc., hereinafter referred to as Licensee.

In consideration of the mutual covenants, agreements, and stipulations contained in this agreement, the parties agree as follows:

1. Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this agreement, certain facilities of the following elementary schools: Broadway, BT Bullock, J. Glenn Edwards, JR Ingram, Jr., Greenwood, and Tramway.

2. The space allotted to Licensee for the conduct of its activities shall consist of the school gymnasiums, computer laboratories, and school cafeterias, (excluding the kitchen areas), and playground spaces. At the BT Bullock Elementary School, Licensee shall be permitted to use only the grades 3 through 5 playground space.

3. The above described spaces may be occupied and used by Licensee solely for its before and after school programs, its summer youth programs, and for incidental purposes related to such programs during the period beginning July 1, 2008, and continuing through June 30, 2010. The before school program will be conducted Monday through Friday from 6:30 a.m. through 8:00 a.m.; the after school program will be conducted Monday through Friday from 2:30 p.m. through 6:00 p.m.; and the summer youth program will be conducted Monday through Friday from 6:30 a.m. through 6:00 p.m. The summer youth programs will utilize either the BT Bullock, or Greenwood Elementary Schools, but not both. BT Bullock will also serve as a pickup point for the summer program.

4. Licensee shall pay Licensor for this license at the following rates:

Programs with less than 50 children-\$330 per month

Programs with 51-75 children-\$440 per month

Programs with 76 or more children-\$495 per month

These payments are payable in advance. The facilities at Broadway, J. Glenn Edwards, JR Ingram, Jr., and Greenwood will be utilized by Licensee for ten (10) calendar months; and BT Bullock or Greenwood and Tramway will be utilized by Licensee for twelve (12) calendar months. However, Licensee reserves the right and option to combine programs and locations if less than fifty (50) children enroll at a specific location or site.

5. In addition to making the monthly payments provided in paragraph 4 of this agreement, Licensee shall pay Licensor two hours per day for custodial services at BT Bullock or Greenwood and Tramway Elementary Schools and one hour per day at each remaining school site. These payments for custodial services are based on the

hourly wage of the custodian assigned to the respective schools. Custodial services will include policing of the grounds around the school, cleaning of restrooms adjacent to the gymnasiums, cleaning of the gymnasiums, monitoring of buildings and grounds for security purposes, and detecting damage to equipment and the school facilities.

6. Employees or representatives of the Licensor are not to be considered the Licensee's employee or agent for any purpose including, but not limited to, the accrual of any employee benefits. Licensor is not authorized to represent Licensee or otherwise bind the Licensee in any dealings between Licensee and third parties. Any employees or custodians furnished by Licensor under this Agreement shall be deemed to be Licensor's employees exclusively at all times.

7. Either party may terminate this agreement at any time, without regard to payment periods by given written notice to the other, specifying the date of termination, such notice to be given not less than sixty (60) days prior to the date specified in such notice for the date of termination. Should the above-described school facilities, or any essential part of such property be damaged or destroyed by fire or other casualty, this agreement shall immediately terminate as to that facility.

8. On any termination of this agreement, Licensor shall apportion, on a thirty (30) day basis, the monthly fee paid in advance from and including the first day of the month during which the agreement is terminated to and including the day on which the agreement is terminated. On any termination of this agreement Licensee shall quit the above-described school premises, and shall remove from such property all its equipment, supplies, and other property.

9. A. Licensee shall procure and maintain in force at its expense during the term of this agreement public liability insurance. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the above-described premises, in a minimum amount of \$1,000,000.00 for each person injured, \$1,000,000.00 for any one accident, and \$100,000.00 for property damage. The insurance policies shall provide coverage for contingent liability of Licensor on any claims or Licensee. A copy of the insurance policies shall be furnished to Licensor by Licensee.

B. To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the Licensor, its agents and employees or any of them from any claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or from the use of the premises, provided that such claim, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including loss of use resulting there from but only to one extent caused in whole or in part by the negligent acts of the Licensee, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

10. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

11. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

12. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

13. All notices, demand, or other writings in this agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

To Licensor: Lee County Board of Education
PO Box 1010
Sanford, NC 27331-1010
Attention: Dr. James T. McCormick, Superintendent

To Licensee: The YMCA of the Triangle Area, Inc.
801 Corporate Center Drive, Suite 200
Raleigh, NC 27607
ATTN: Chief Financial Officer

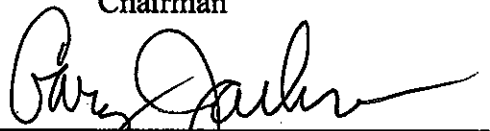
IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date first above written.

LEE COUNTY BOARD OF EDUCATION

DATE: 6/30/08

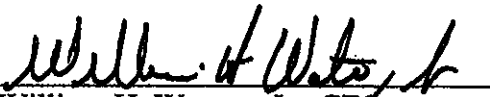
BY 
Chairman

DATE: 6/30/08

BY 
Secretary

THE YMCA OF THE TRIANGLE AREA, INC.

DATE: 6/23/2008

BY 
William H. Watson, Jr., CFO

DATE: _____

BY _____
Secretary

ADDENDUM TO LICENSE AGREEMENT

The YMCA of the Triangle Area, Lee County branch has a current agreement with the Lee County Board of Education that provides an option for the YMCA to address program locations if enrollment drops below 50 participants (See paragraph 4 “. . . Licensee reserves the right and option to combine programs and locations if less than fifty (50) children enroll at a specific location or site.” of the License Agreement, dated 6/30/08.) Due to program enrollment decrease, the YMCA of the Triangle Area, Lee County Branch, has reevaluated current program locations and would like to propose the following:

- Bus Greenwood After School children to Tramway After School (YMCA handles bussing)
- Bus Edwards After School children to Tramway After School (YMCA handles bussing)
- Cancel Early Arrival Programs at Tramway
- Add After School program at East Lee Middle School
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Thank you for your review and of this addendum. By signing below, both parties are in acceptance of this addendum created August 21, 2009.

LEE COUNTY BOARD OF EDUCATION

DATE: _____

BY : _____
Chairman

DATE: _____

BY : _____
Secretary

THE YMCA OF THE TRIANGLE, INC.

DATE: _____

BY : _____
William H. Watson, Jr.
YMCA of the Triangle Area – CFO