

A G R E E M E N T

THIS AGREEMENT entered into this 9th day of August, 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Yulee Little League, a Florida not-for-profit corporation, hereinafter referred to as the "Organization".

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

1. The Organization shall utilize the County's sports field located at Yulee Sports Complex.

2. Pursuant to Ordinance 2000-46, as amended, the Organization shall provide to the County's Parks and Recreation Department a certificate of insurance in an amount established by the County's Parks and Recreation Department. This shall be done yearly.

3. Should the Organization utilize clay for its baseball infield, the County shall supply two (2) loads of clay per year or any equivalent dollar amount of Clay Conditioner. Any amount over said number of loads shall be paid for in advance by the Organization to the County or purchased directly from the vendor.

4. The parties agree that the lights shall only be utilized for games and not for practice during Daylight Savings Time.

5. The Organization shall be responsible for the following:

a. Cleaning of the buildings.

b. Any additions shall be paid for by the Organization, but only with the prior written approval of the County or its designee, the Parks and Recreation Department.

c. All kitchen cooking equipment maintenance, cleaning, energy costs (gas only), and replacement shall be the responsibility of the Organization. ~~The Organization shall pay for one (1) professional hood cleaning per year as well as one-half (1/2) of the Ansul system inspection in January of each year. The Organization shall provide to the County the receipts for both the hood cleaning and the inspections.~~ The County will schedule and invoice the Organization for professional hood cleaning and the Ansul System Inspections. The Organization shall pay for one-half (1/2) of the professional hood cleaning per year as well as one (1) of the Ansul system inspection's each year. Except in Bryceville, where that Organization shall pay for ~~two~~

~~(2)~~ one (1) professional hood cleaning per year and ~~all of~~
the two (2) Ansul systems inspection).

d. Ice machine filter replacement cost.

e. Refrigeration - the responsibility of the Organization and the vendor.

f. Fire extinguishers - the Organization shall conduct the monthly inspections.

g. Emergency lighting - the Organization shall conduct the monthly inspections. (County will supply guidelines for inspections).

h. Restrooms - the Organization shall be responsible for cleaning.

i. Garbage - the Organization shall be responsible for placing the garbage in the receptacles.

j. Fences/Gates - the Organization shall be responsible for repairs of the fences and/or gates that are damaged by the Organization.

k. The Organization shall also be responsible for the infields and striping.

l. Field lighting - the Organization shall be responsible for testing.

6. The Organization shall provide, at the start of each season, a schedule of the Organization's games to the County.

7. Access to the County Sports Complex will be denied to any Organization that does not have a fully executed Agreement.

8. Each Organization will use www.rapsheets.com or a similar service for background checks of all individuals involved with the sports program, including, but not limited to, managers, coaches, and volunteers, and at the expense of the respective Organization. Any Coach and/or Volunteer having plead guilty or nolo contendere to a felony count or counts for sexual or drug offenses or a felony conviction for drug or sexual offenses, will not be able to participate.

9. Each of the County's Sports Associations must utilize the Concession Stand to sell concessions, if available. The Organization must yield the selling of concessions to that of the seasonal organization. No food and beverage shall be supplied "for sale" when the Concession Stand is open. The cost of cleaning and inspections will be shared among the users. No grills or open flame shall be used for cooking, with the exception of Callahan Soccer Association, who has no concession available.


10. This is the entire agreement between the Parties. Any changes to this Agreement shall be in writing and shall be signed by both parties.

11. The terms of this Agreement will be open for discussion during the First (1st) Quarter Recreation Commission meeting each year.

12. The Organization shall not apply any fertilizer, herbicide, or insecticide within the boundaries of the County owned or controlled property. This does not apply when the only pesticides applied are disinfectants, sanitizers, or ready-to-use pesticides sold over the counter at retail.

13. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



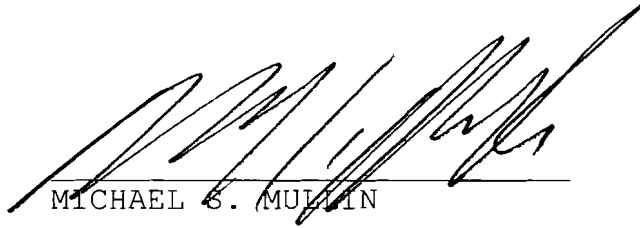
THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

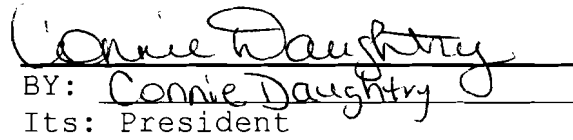
Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

ORGANIZATION:

Yulee Little League



BY: Connie Daughtry
Its: President

A G R E E M E N T

THIS AGREEMENT entered into this ^{9th} ~~17~~ day of ~~April~~ August, 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and Yulee Athletic Association, a Florida not-for-profit corporation, hereinafter referred to as the "Organization".

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3. Should the Organization utilize clay for its baseball infield, the County shall supply zero (0) loads of clay per year. Any amount over said number of loads shall be paid for in advance by the Organization to the County or purchased directly from the vendor.

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Organization and the vendor.

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BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



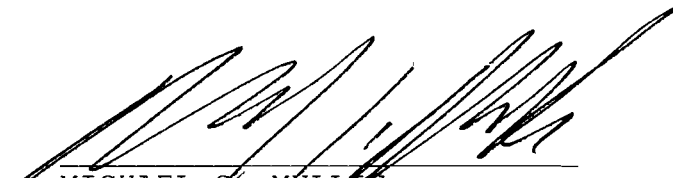
THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

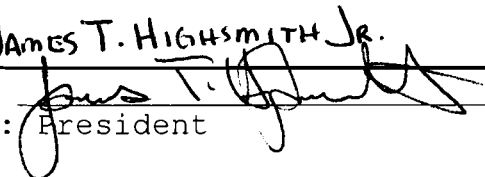
Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

ORGANIZATION:

Yulee Athletic Association

JAMES T. HIGHSMITH JR.
BY: 
Its: President

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/12/05

PRODUCER
1-617-330-1100
AI Risk Services, Inc.
100 Summer Street
Boston, MA 02110

INSURED
Yulee Athletic Association
First Coast Conference
PMB 411: 1093 AIA Beach Blvd.
St. Augustine, FL 32080-6733

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Lexington Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse - \$1 Mil GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC	0775155	08/01/05	08/01/05	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one loss) \$ 50,000 MED EXP (Any one person) \$ PERSONAL AND ADJ INURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ Sexual Abuse 1Mil/1Mil
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACCIDENT \$ AUTO ONLY AGG \$
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
	OTHER				\$ \$ \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Pop Warner Tackle and Flag Football Activities including Cheerleading and Dance Programs

CERTIFICATE HOLDER Nassau County Commissioners 416 Atlantic Avenue Fernandina Beach, FL 32034 USA	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/19/2006

PRODUCER Marsh USA, Inc. Two Logan Square Philadelphia, PA 19103 Email: Gwen.Steele@marsh.com	1-617-330-1100 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
INSURED First Coast Conference Yulee Athletic Association PMB 411; 1093 Aia Beach Blvd St. Augustine, FL 32080-6733	INSURER A: Lexington Insurance Company INSURER B: National Union Fire Insurance Company INSURER C: INSURER D: INSURER E: Landmark Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED TO THE INSURED NAMED ABOVE OR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	0775155-01	08/01/06	08/01/07	EACH OCCURANCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
					PERSONAL \$ ADV INJURY	\$
	GENERAL AGGREGATE	\$5,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	
<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Delaware # 0775164-01	08/01/06	08/01/07	Sexual Abuse	1Mil/1Mil
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURANCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					
	RETENTION \$					
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS	\$
					OTH-ER	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER					\$
B	Excess Accident Medical	SRG9108336	08/01/06	08/01/07		\$100,000
						\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Pop Warner Tackle and Flag Football Activities including Cheerleading and Dance Programs. Additional Insured Status is provided as per Form 72984 (4/99) and CG2026(11/85) attached to the policy. This insurance is primary per the terms of policy form CG0001 (10/01)

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER: A

CANCELLATION

Nassau County Commissioners

416 Atlantic Ave.
Fernandina Beach, FL 32034

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

