

A G R E E M E N T

THIS AGREEMENT entered into this ^{9th} -12 day of July 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 Callahan Pop Warner, 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 Kirsten M. Higginbotham 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 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.

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



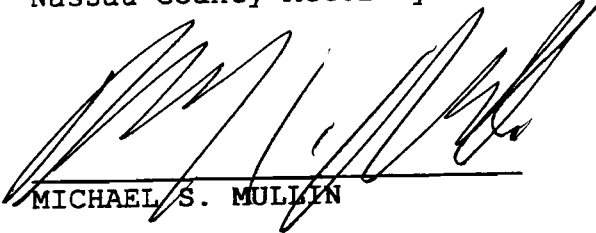
THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

ORGANIZATION:

Callahan Pop Warner

BY: Jeffrey A. Lee Jeffrey A. Lee
Its: President